MAINTENANCE & REPAIR

Report/Measurement:

OSS Response Interval and Percentages

Definition:

Maintenance customer service agents must obtain real-time information in order to log customer troubles. In Maintenance information is gathered from supporting OSS while the customer (or potential customer) is on the telephone with the customer service agent. Because customers already may be dissatisfied when they report a trouble, it is critical that the CLEC be perceived as equally competent, knowledgeable and fast as and ILEC customer service agent. This measure is designed to monitor the time required for CLECs to obtain maintenance information necessary to log trouble reports. Comparisons to ILEC results indicate whether a CLEC has an equal opportunity to deliver a comparable customer experience when a retail customer calls the CLEC with a service inquiry.

Exclusions:

Queries received during scheduled system maintenance time.

Business Rules:

For CLEC Results:

The response interval for each query is determined by computing the elapsed time from the ILEC receipt of a query from the CLEC, whether or not syntactically correct, to the time the ILEC returns the requested data (or reject notification) to the CLEC. Elapsed time is accumulated for each major query or transaction type, consistent with the specified reporting dimension, and then divided by the associated total number of queries received by the ILEC during the reporting period.

For ILEC Results:

The ILEC computation is identical to that for the CLEC with the clarifications noted below.

Other Clarifications and Qualification:

- The elapsed time for an ILEC query is measured from the point in time when the ILEC customer service
 agent submits the request for identical or similar information into the ILEC OSS until the time when the
 ILEC OSS returns the requested information to the ILEC customer service agent.
- Elapsed time is measured in seconds and tenths of seconds rounded to the nearest tenth of a second.
- Elapsed time is to be measured through automated rather than manual monitoring and logging.
- The ILEC service agent entry of a request for repair information (to the ILEC OSS) is considered to be the
 equivalent of the ILEC receipt of a query from the CLEC.
- The ILEC OSS return of information to the ILEC customer service agent, whether in hard copy or by display on a terminal, is considered equivalent to the return of requested information to the CLEC.

Calculation:

OSS Response Interval = (Query Response Date and Time for Category "X") - (Query Request Date and Time for Category "X") / (Number of Queries Submitted in the Reporting Period) where, "X" is 0-4, \geq 4 to 10, \geq 10, \geq 30 seconds.

Report Structure:

- CLEC
- BST Residence
- BST Business (BST Total is under development at this time) by interface for each legacy system and function as appropriate.

Level of Disaggregation:

Attachment 9
Appendix A
Page 52

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE	
 CLEC Transaction Intervals Report Month Interface Type (specific to pre-ordering or maintenance and repair) Query Identifier (e.g., unique tracking number) Query Receipt Date by ILEC Query Receipt Time by ILEC Query Type (per reporting dimension) Response Return Date Response Return Time 	BST Business and Residence transaction Intervals Report Month Interface Type Query Type (per reporting dimension) Mean response interval Query Count Standard error of the mean response interval	
Retail Analog/Benchmark:		
See Appendix A: AT&T Disaggregation, Analogs an	d Benchmarks	
	•	

MAINTENANCE & REPAIR

Report/Measurement:

Average Answer Time - Repair Centers

Definition:

This measure demonstrates an average response time for the CLEC representative to contact a BST representative. The average time a CLEC Rep is in queue waiting for the LCSC or UNE Center Rep to answer.

Exclusions:

None

Business Rules:

For CLEC Results:

Speed of Answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC call into the ILEC call management system until the CLEC call is transferred to the ILEC personnel assigned to handling CLEC calls for assistance. The elapsed time is measured in seconds and tenths of seconds rounded to the nearest tenth of a second. The accumulated elapsed time is divided by the count of calls transferred to ILEC agents for accuracy.

For ILEC Results:

Mean Time to Answer Calls: Speed of Answer, as it relates to the ILEC, will be measured in an identical manner as described for the CLEC. The results for the ILEC business office operations and its repair bureau operations should be separately accumulated, computed and retained. If further distinctions are made or more discrete tracking is performed within the ILEC call receipt centers (e.g., by business and residence), then results should be reported at the lowest possible level of detail. Where call receipt for such operations are commingled and inseparable, then only a single result for each measure will be generated and serve as the comparative result for both the CLEC repair support and the CLEC provisioning support results.

Other Clarifications and Qualification:

- Speed of Answer minimum service standards, established in many states for business office, maintenance center, and/or operator services represent a similar ILEC measure and are derived from identical data (although the result displayed may be in comparison to a pre-established standard performance minimum).
- For ILEC and CLEC calls, an ILEC Agent answering and placing the caller on hold does not stop timing for purposes of the speed of answer interval.
- An interactive voice response (IVR) unit does not stop the timing for purposes of the speed of answer interval. For a eall to be considered answered, the live ILEC Agent must handle the CLEC request.
- Results may be reported for the CLEC industry in aggregate to the extent that separate carrier-specific support
 centers are not provided. If separate centers are provided (either for an individual CLEC or a group of CLECs)
 then results should be gathered and supplied for each center and reported to the CLEC(s) based upon the center
 providing the specific CLEC's support.

If the ILEC call management technology cannot measure speed of answer on a call-specific basis, then an alternate methodology that simulates speed of answer based upon the average time for component parts of the call (e.g., queue to IVR + IVR to queue + queue to agent answer) can be utilized by mutual consent of the ILEC and CLECs.

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Calculation:

Mean Time to Answer Calls = Σ [(Date and Time of Call Answer) - (Date and Time of Call Receipt)]/(Total Calls Answered by Center)

Report Structure:

- CLEC Aggregate
- BST/CLEC Aggregate

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
CLEC Average Answer Time	BST Average Answer Time
• Month	Month
Center Identifier	Center Identifier
Center Type	Center Type
 Standard Error for Mean Speed of Answer 	Standard Error for Mean Speed of Answer
Retail Analog/Benchmark:	
See Appendix A: AT&T Disaggregation, Analogs as	nd Benchmarks

BILLING

AT&T Proposes That This Measure Be Replaced By The Following Measures:

Percent Mechanized Billing Format Accuracy
 Percent Process Accuracy of Current Billing Activity
 Percent Switched Local Billing Accuracy
 NB-6
 NB-7

					
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BILLING

AT&T Proposes That This Measure Be Replaced By The Following Measures:

- Percent On-Time Mechanized Local Services Invoice Delivery
- Percent On-Time Service Order Billing
- Percent On-Time Correction/Adjustment D
- Percent On-Time Switched Local Charges

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BILLING

Report/Measurement:

Usage Data Delivery Accuracy

Definition:

This measurement captures the percentage of recorded usage and recorded usage data packets transmitted error free and in an agreed upon format to the appropriate CLEC, as well as a parity measurement against BST Data Packet Transmission.

Exclusions:

None

Business Rules:

For CLEC Results:

The completeness of content, accuracy of information/charges and conformance of formatting will be determined based upon the terms of the individual CLEC interconnection agreements with the ILECs. The ILEC will establish a quality control process that is disclosed to CLECs and that is no less rigorous than the most rigorous quality monitoring established in the ILEC billing service contracts for long distance service providers. The quality monitoring process must be disclosed in advance and process auditing must be permitted. The records delivered by the ILEC must simultaneously meet the standards relating to content, accuracy and formatting in order to be counted as accurate. The measurement is expressed as a ratio (expressed as a percentage) of accurate records/charges to the total records/charges delivered.

For ILEC Results:

The computation for the ILEC is identical to that described for the CLEC. The usage accuracy determination is based upon comparison of the usage records, following format conversion to the EMR (or equivalent) format as compared to the internally established content and formatting requirements.

Other Clarifications and Qualification:

• The usage accuracy measures identified here are similar to the type of measures that ILECs commonly institute in service contracts with long distance service suppliers who use ILEC billing services.

Calculations:

Usage Data Delivery Accuracy = Σ [(Total number of usage records delivered during current reporting period that reflected complete information content and proper formating)] / (Total number of usage records transmitted during reporting period) X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

DATA RETAINED RELATING TO CLEC EXPERIENCE: • Report Month • Record Type > BellSouth Recorded > Non BellSouth Recorded Number of Records With Errors Number of Records Delivered DATA RETAINED RELATING TO BST PERFORMANCE: • Report Month • Record Type • Number of Records With Errors • Number of Records Created

Retail Analog/Benchmark:

BILLING
Note: AT&T Does Not Include This Measure In Its Proposal

Report/Measurement:			
Usage Data Delivery Completeness			
Definition:			
This measurement provides percentage of complete and accurately recorded usage data (usage recorded by BellSouth and usage recorded by other companies and sent to BST for billing) that is processed and transmitted to			
the CLEC within thirty (30) days of the message recording date. A parity measure is also provided showing completeness of BST messages processed and transmitted via CMDS. BellSouth delivers its own retail usage			
from recording location to billing location via CMDS as well as delivering billing data to other companies. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.			
Exclusions:	Total State of the		
None			
Business Rules:			
The purpose of these measurements is to demonstrate the level of quality of usage data delivered to the appropriate CLEC. Method of delivery is at the option of the CLEC.			
Calculation:			
Usage Data Delivery Completeness = \(\Sigma\)(Total num	Usage Data Delivery Completeness = Σ(Total number of Recorded usage records delivered during the current		
month that are within thirty (30) days of the message recording date) / Σ(Total number of Recorded usage records delivered during the current month) X 100			
REPORT STRUCTURE			
CLEC Specific			
CLEC Aggregate			
BST Aggregate			
Level of Disaggregation:			
See Appendix A: AT&T Disaggregation, Analogs and	d Benchmarks		
DATA RETAINED RELATING TO CLEC	DATA RETAINED RELATING TO BST		
EXPERIENCE:	PERFORMANCE:		
Report Month	Report Monthly		
Record Type	Record Type		
➤ BellSouth Recorded			
Non BellSouth Recorded			
Retail Analog/Benchmark:			
See Appendix A: AT&T Disaggregation, Analogs and	1 Benchmarks		

BILLING

Note: AT&T Does Not Include This Measure In Its Proposal

	·
Report/Measurement:	
Usage Data Delivery Timeliness	
Definition:	
other companies and sent to BST for billing) that is days from the receipt of the initial recording. A page	d usage data (usage recorded by BST and usage recorded by is delivered to the appropriate CLEC within six (6) calendar arity measure is also provided showing timeliness of BST Cimeliness, Completeness and Mean Time to Deliver Usage
Exclusions:	
None	
Business Rules:	
data delivered to the appropriate CLEC. The usage data processing center once daily. The Timeliness the date BST receives the records to the date BST the CLEC.	e the level of timeliness for processing and transmission of usage e data will be mechanically transmitted or mailed to the CLEC interval of usage recorded by other companies is measured from distributes to the CLEC. Method of delivery is at the option of
Calculation:	
Usage Data Delivery Timeliness $= \Sigma$ (Total number recording/receipt) / Σ (Total number of usage recording	er of usage records sent within six (6) calendar days from initial
Report Structure:	ids sellt/ X 100
CLEC Aggregate	
CLEC Aggregate CLEC Specific	
BST Aggregate	
Level of Disaggregation:	
See Appendix A: AT&T Disaggregation, Analogs and	d Renchmarks
DATA RETAINED RELATING TO CLEC	DATA RETAINED RELATING TO BST
EXPERIENCE:	PERFORMANCE:
Report Month	Report Monthly
Record Type	Record Type
➤ BellSouth Recorded	1,000,000
➤ Non-BellSouth Recorded	
Retail Analog/Benchmark:	
2	

BILLING

Report/Measurement:

Mean Time to Deliyer Usage

Definition:

This measurement provides the average time it takes to deliver Usage Records to a CLEC. A parity measure is also provided showing timeliness of BST messages processed and transmitted via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.

Exclusions:

None

Business Rules:

The purpose of this measurement is to demonstrate the average number of days it takes to deliver Usage data to the appropriate CLEC. Usage data is mechanically transmitted or mailed to the CLEC data processing center once daily. Method of delivery is at the option of the CLEC.

For CLEC Results:

<u>Usage Records:</u> This measure captures the elapsed time between the recording of usage data generated either by CLEC retail customers or by CLEC access customers (by the AMA recording equipment associated with the ILEC switch) and the time when the data set, in a compliant format, is successfully transmitted to the CLEC. For each usage record, the calendar date and time of usage recording is compared to the calendar date and time of successful completion of data set transmission to the CLEC. The number of hours and tenths of hours elapsed between message recording and data set transmission will constitute the elapsed delivery time. The elapsed delivery time is accumulated for each usage record with the resulting total number of hours accumulated being divided by the number of complete usage records in all the data sets transmitted.

For ILEC Results: Identical computations are made for the ILEC with the clarifications provided below.

Other Clarifications and Qualification:

- The elapsed time for delivery of ILEC usage records is measured from the time of message recording, as captured on the ILEC's AMA tape, to the time the AMA tape is converted to billing format (EMR format or equivalent).
- Mean time to deliver usage records is to be reported separately for end user usage and access related usage.

Calculation:

Mean Time to Provide Recorded Usage Records ={ Σ[(Data Set Transmission Date)-(Date of Message Recording)]]/(Count of All Messages Transmitted in Reporting Period)

Report Structure:

- CLÉC Aggregate
- **CLEC Specific**
- BST Aggregate

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

DATA RETAINED RELATING TO CLEC **EXPERIENCE:** Report Month

Non-BellSouth Recorded

- DATA RETAINED RELATING TO BST PERFORMANCE:
- Report Monthly
- Record Type
- Record Type BellSouth Recorded Mean Delivery Interval
 - Standard Error of Delivery Interval
 - Number of Messages or Invoices Delivered

Mean Delivery Interval

- Standard Error of Delivery Interval
- Number of Messages or Invoices Delivered

Retail Analog/Benchmark:

OPERATOR SERVICES AND DIRECTORY ASSISTANCE
Note: AT&T Proposes One OS/DA Measure:
Mean Time To Answer With Separate Reporting For OS And DA

Report/Measurement:	
Speed to Answer Performance/Average Speed to A)
Definition:	Answer – Tou
Measurement of the average time in seconds calls	wait before answered by a toll operator.
Exclusions:	
None	
Business Rules:	T T T T T T T T T T T T T T T T T T T
Mean Time To Answer: Speed of Answer is determine	ned by measuring and accumulating the elapsed time from the
entry of a CLEC retail customer call into the ILEC cal	il management system queue until the CLEC retail customer call
	ing CLEC calls for assistance (whether DA or OS). The elapsed
time is measured in seconds and tenths of seconds rou	nded to the nearest tenth of a second.
Calculation:	
Mean Time To Answer = $[\Sigma(Date and Time of Call$	Answer) - (Date and Time of Call Receipt)]/(Total Calls
Answered on Behalf of the CLECs in Reporting Pe	riod) .
Report Structure:	÷ •
Reported for the aggregate of BST and CLECs	
• State	
Level of Disaggregation:	
See Appendix A: AT&T Disaggregation, Analogs and	d Benchmarks
DATA RETAINED (ON AGGREGATE BASIS	
•	
DATA RETAINED RELATING TO CLEC	DATA RETAINED RELATING TO BST
EXPERIENCE:	PERFORMANCE:
• Month	Month
Type of Measurement (OS Calls, DA Calls or	Type of Measurement (OS Calls, DA calls or Directory)
Directory Listing	Listings)
Center Identifier (or Directory ID for DL)	Center Identifier (or Directory ID for DL)
Mean Speed of Answer (OS & DA only)	Mean Speed of Answer (OS & DA only)
Standard Error for Mean Speed of Answer (OS	Standard Error for Mean Speed of Answer (OS & DA) Standard Error for Mean Speed of Answer (OS & DA)
& DA only)	only)
Number of Calls Answered (OS & DA only)	1 **
Directory Close Date (DL only)	Standard Error for Mean Speed of Answer (OS & DA only)
List Availability Date (DL only)	1 · · · · · · · · · · · · · · · · · · ·
- List Availability Date (DL Only)	Directory Close Date (DL only) Listing Application Date (DL only)
Datail Amalas/Ronahasada	Listing Availability Date (DL only).
Retail Analog/Benchmark	CE AMERICAN SEC
See Appendix A: AT&T Disaggregation, Analogs	and Benchmarks

OPERATOR SERVICES AND DIRECTORY ASSISTANCE

Note: AT&T Does Not Include This Measure In Its Proposal

Report/Measurement:

Speed to Answer Performance/Percent Answered within "X" Seconds - Toll

Definition:

Measurement of the percent of toll calls that are answered in less than "X" seconds. The number of seconds represented by "X" is thirty, except where a different regulatory benchmark has been set against the Average Speed to Answer by a State Commission.

Exclusions:

Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined.

Business Rules:

The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.

Calculation:

The Percent Answered within "X" Seconds measurement for toll is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within "X" seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.

Report Structure:

Reported for the aggregate of BST and CLECs

State

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

DATA RETAINED (ON AGGREGATE BASIS)

For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP.

- Month
- Čall Type (Toll)
- Average Speed of Answer

Retail Analog/Benchmark

OPERATOR SERVICES AND DIRECTORY ASSISTANCE

Note: AT&T Proposes One OS/DA Measure:

Mean Time To Answer With Separate Reporting For OS And DA See "Speed to Answer Performance/Average Speed to Answer - Toll"

Report/Measurement:

Speed to Answer Performance/Average Speed to Answer - Directory Assistance (DA)

Definition:

Measurement of the average time in seconds calls wait before answer by a DA operator.

Exclusions:

Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined.

Business Rules:

The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.

Calculation:

The Average Speed to Answer for DA is calculated by using data from monthly system measurement reports taken from the centralized call routing switches. The "total call waiting seconds" is a sub-component of this measure which BST systems calculate by monitoring the number of calls in queue throughout the day multiplied by the time (in seconds) between monitoring events. The "total calls served" is the other sub-component of this measure, which BST systems record as the total number of calls handled by Operator Services DA centers. Since calls abandoned are not reflected in the calculation, the percent answered within the required timeframe is determined by using conversion tables with input for the abandonment rate.

Report Structure:

Reported for the aggregate of BST and CLECs

Štate

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

DATA RETAINED (ON AGGREGATE BASIS)

For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP.

- Month
- Call Type (DA)
- Average Speed of Answer

Retail Analog/Benchmark

OPERATOR SERVICES AND DIRECTORY ASSISTANCE

Note: AT&T Does Not Include This Measure In Its Proposal

Report/Measurement:

Speed to Answer Performance/Percent Answered within "X" Seconds - Directory Assistance (DA)

Definition:

Measurement of the percent of DA calls that are answered in less than "X" seconds. The number of seconds represented by "X" is twenty, except where a different regulatory benchmark has been set against the Average Speed to Answer by a State Commission.

Exclusions:

Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined.

Business Rules:

The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.

Calculation:

The Percent Answered within "X" Seconds measurement for DA is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within "X" seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.

Report Structure:

Reported for the aggregate of BST and CLECs

State

Level of Disaggregation:

None

DATA RETAINED (ON AGGREGATE BASIS)

For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP.

- Month
- Call Type (DA)
- Average Speed of Answer

Retail Analog/Benchmark

Parity by Design

E911

Note: AT&T Does Not Include This Measure In Its Proposal

Report/Measurement:

E911/Timeliness

Definition:

Measures the percentage of batch orders for E911 database updates (to CLEC resale and BST retail records) processed successfully within a 24-hour period.

Exclusions:

- Any resale order canceled by a CLEC
- Facilities-based CLEC orders

Business Rules:

The 24-hour processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Mechanical processing starts when SCC (BST's E911 vendor) receives E911 files containing batch orders extracted from BST's Service Order Communication System (SOCS). Processing stops when SCC loads the individual records to the E911 database. No distinctions are made between CLEC resale records and BST retail records.

Calculation:

E911 Timeliness = Σ (Number of batch orders processed within 24 hours ÷ Total number of batch orders submitted) X 100

Report Structure:

Reported for the aggregate of CLEC resale updates and BST retail updates

- State
- Region

Levels of Disaggregation:

None

DATA RETAINED

- Report month
- Aggregate data

Retail Analog/Benchmark

Parity by Design

E911

Retail Analog/Benchmark
Parity by Design

Note: AT&T Does Not Include This Measure In Its Proposal

Report/Measurement: E911/Accuracy Definition: Measures the individual E911 telephone number (TN) record updates (to CLEC resale and BST retail records) processed successfully for E911 with no errors. Exclusions: Any resale order canceled by a CLEC Facilities-based CLEC orders **Business Rules:** Accuracy is based on the number of records processed without error at the conclusion of the processing cycle. Mechanical processing starts when SCC (BST's E911 vendor) receives E911 files containing telephone number (TN) records extracted from BST's Service Order Communication System (SOCS). No distinctions are made between CLEC resale records and BST retail records. Calculation: E911 Accuracy = Σ(Number of record individual updates processed with no errors ÷ Total number of individual record updates) X 100 Report Structure: Reported for the aggregate of CLEC resale updates and BST retail updates • Region Level of Disaggregation: None **DATA RETAINED** Report month Aggregate data

E911

Note: AT&T Does Not Include This Measure In Its Proposal

Donost M. Community
Report/Measurement:
E911/Mean Interval
Definition:
Measures the mean interval processing of E911 batch orders (to update CLEC resale and BST retail records).
Exclusions:
Any resale order canceled by a CLEC
Facilities-based CLEC orders
Dusiness Rules:
The processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Data is posted in 4-hour increments up to and beyond 24 hours. No distinctions are made between CLEC resale records and BST retail records.
Calculation:
E911 Mean Interval = \sum (Date and time of batch order completion – Date and time of batch order submission) \div (Number of batch orders completed)
Report Structure:
Reported for the aggregate of CLEC resale updates and BST retail updates
• State
• Region
Level of Disaggregation:
None
DATA RETAINED (ON AGGREGATE BASIS)
Report month
Aggregate data
Retail Analog/Benchmark
Parity by Design

TRUNK GROUP PERFORMANCE

Note: AT&T Does Not Include This Measure In Its Proposal

Report/Measurement:

Trunk Group Service Report

Definition:

A report of the percent blocking above the Measured Blocking Threshold (MBT) on all final trunk groups between CLEC Points of Termination and BST end offices or tandems.

Exclusions:

- Trunk groups for which valid traffic data is not available
- High use trunk groups

Business Rules:

Traffic trunking data measurements are validated and processed by the Total Network Data System/Trunking (TNDS/TK), a Telcordia (BellCore) supported application, on an hourly basis for Average Business Days (Monday through Friday). The traffic load sets, including offered load and observed blocking ratio (calls blocked divided by calls attempted), are averaged for a 20 day period, and the busy hour is selected. The busy hour average data for each trunk group is captured for reporting purposes. Although all trunk groups are available for reporting, the report highlight those trunk groups with blocking greater than the Measured Blocking Threshold (MBT) and the number of consecutive monthly reports that the trunk group blocking has exceeded the MBT. The MBT for CTTG is 2% and the MBT for all other trunk groups is 3%.

Calculation:

Measured blocking = (Total number of blocked calls) / (Total number of attempted calls) X 100

Report Structure:

- BST Aggregate
 - > CTTG
 - Local
- CLEC Aggregate
 - ▶ BST Administered CLEC Trunk
 - CLEC Administered CLEC Trunk
- CLEC Specific
 - BST Administered CLEC Trunk
 - CLEC Administered CLEC Trunk

Level of Disaggregation:

State

DATA RETAINED RELATING TO CLEC EXPERIENCE

- Report month
- Total trunk groups
- Total trunk groups for which data is available
- Trunk groups with blocking greater than the MBT
- Percent of trunk groups with blocking greater than the MBT

DATA RETAINED RELATING TO BST EXPERIENCE

- Report month
- Total trunk groups
- Total trunk groups for which data is available
- Trunk groups with blocking greater than the MBT
- Percent of trunk groups with blocking greater than the MBT

Retail Analog/Benchmark:

Retail Analog

TRUNK GROUP PERFORMANCE

Number reports

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Remarks

Level of Disaggregation:

Report/Measurement: Trunk Group Service Detail Definition: A detailed list of all final trunk groups between CLEC Points of Presence and BST end offices or tandems, and the actual blocking performance when the blocking exceeds the Measured Blocking Threshold (MBT) for the trunk groups. **Exclusions:** None. **Business Rules:** For CLEC Results: Percent Call Completion: For determining outbound call blocking, the number of CLEC customer call attempts, where the customer dials a valid telephone number, is accumulated for the reporting period. The number of blocked call attempts experienced by CLEC customers, where a call to a valid telephone number was not completed by the network because of ILEC-controlled capacity limitations or other ILEC network trouble, also is accumulated during the reporting period. At the end of the reporting period, the total number of blocked attempts is divided by the total number of attempts, and the ratio is expressed as a percentage. For inbound calling, the results will measure calls originating on the ILEC's network and blocked from terminating on the CLEC's network. For ILEC Results: The approach is identical to that described for the CLEC, except that the network performance is measured only for representative ILEC service configurations. Other Clarifications and Qualifications: CLECs may agree to call completion reports in lieu of or in addition to blocking reports. Calculation: Measured Blocking = (Total number of blocked call attempts (separate measure for inbound and outbound) during the busy hour / (Total number of attempted calls during busy hour) X 100 Report Structure: **BST Specific** CLEC Specific Traffic Identity Traffic Identity Þ **TGSN** ⋗ **TGSN** \triangleright Tandem > Tandem End Office **CLEC POT** Description > Description Observed Blocking Observed Blocking **Busy Hour Busy Hour** Number Trunks Number Trunks Valid study days Valid study days

Number reports

➤ Remarks

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atities.	Page 7
DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
 Report month Total trunk groups Total trunk groups for which data is available Trunk groups with blocking greater than the MBT Percent of trunk groups with blocking greater than the MBT Traffic identity, TGSN, end points, description, busy hour, valid study days, number reports By Switch (Serving CLEC) for CLEC Trunk Capacity Type Trunk Group Identifier Geographic Identifier Busy Hour and Day Calls Attempted Calls Blocked 	 Report month Total trunk groups Total trunk groups for which data is available Trunk groups with blocking greater than the MBT Percent of trunk groups with blocking greater than the MBT Traffic identity, TGSN, end points, description, busy hour, valid study days, number reports By Switch (Serving CLEC) for ILEC Trunk Capacity Type Trunk Group Identifier Geographic Identifier Busy Hour and Day Calls Attempted Calls Blocked

Retail Analog/Benchmark:
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

COLLOCATION

Report/Measurement:

Collocation/Average Response Time

Definition:

Measures the average time (counted in business days) from the receipt of a complete and accurate collocation application (including receipt of application fees) to the date BellSouth responds in writing.

Exclusions:

Any application cancelled by the CLEC or CLEC requested delays

Business Rules:

For CLEC Results:

Mean Time to Respond to Collocation Request: The response interval for each space request is determined by computing the elapsed time from the ILEC receipt of a collocation request (or inquiry) from the CLEC, to the time the ILEC returns the requested information or commitment to the CLEC. Elapsed time is accumulated for each type of collocation space request, and then divided by the associated total number of collocation requests received by the ILEC during the report period.

For ILEC Results:

The ILEC computation is identical to that for the CLEC for provision of collocations to ILEC affiliates. Largely, however, tariff and contract standards will be the benchmarks that ILECs must meet for a parity determination. Their vast number of end offices compared to CLECs' switch deployment make it difficult to develop the appropriate analog.

Other Clarifications and Qualifications:

- Elapsed time is measured in days and hours.
- A response to the collocation request will only be considered to be "received" if it is a thorough and actionable plan (i.e., a simple "yes" or "no" is not sufficient).
- Questions about the CLEC's collocation request also do not count as a "received response."

Calculation:

Average Response Time = Σ (Request Response Date) – (Request Submission Date) / Count of Responses Returned within Reporting Period.

Report Structure:

- Individual CLEC (alias) aggregate
- Aggregate of all CLECs_

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

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<u>D/</u>

ATA RETAINED RELATING TO CLEC DATA RETAINED RELATING TO BST EXPERIENCE EXPERIENCE

- Report Month
- Request Identifier (e.g., unique tracking number)
- Date and Time of Request receipt by ILEC.
- Request type (per reporting dimension)
- Response Date and Time
- Committed Delivery Date and Time
- Actual Delivery Date and Time
- Response Date and Time
- Geographic Scope

- Report Month
- Request Identifier
- Date and Time of Request Receipt by ILEC
- Response Date and Time
- Committed Delivery Date and Time
- Actual Delivery Date and Time
 - Geographie scope

Retail Analog/Benchmark:

COLLOCATION

Report/Measurement:

Collocation/Average Arrangement Time

Definition:

Measures the average time (counted in business days) from the receipt of a complete and accurate Bona Fide firm order (including receipt of appropriate fee) to the date BST completes the collocation arrangement.

Exclusions:

Any Bona Fide firm order cancelled by the CLEC or CLEC requested delays

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Business Rules:

For CLEC Results:

Mean Time To Provide Collocation Arrangements: The interval is the elapsed time from the ILEC's receipt of an order for collocation (from the CLEC) to the ILEC's return of a valid completion notification to the CLEC. Elapsed time for each order is then divided by the associated total number of collocation orders completed within the reporting period for each type of collocation. The measurement is similar to the Average Completion Interval for resold services and unbundled network element orders and could be reflected as a separate category of that measurement.

For ILEC Results:

The ILEC computation is identical to that for the CLEC for provision of collocations to ILEC affiliates. Largely, however, tariff and contract standards will be the benchmarks that ILECs must meet for a parity determination. Their vast number of end offices compared to CLECs' switch deployment make it difficult to develop the appropriate analog.

Other Clarifications and Qualifications:

- Elapsed time is measured in days and hours.
- A response to the collocation request will only be considered to be "received" if it is a thorough and actionable plan (i.e., a simple "yes" or "no" is not sufficient).
- Questions about the CLEC's collocation request also do not count as a "received response."

Calculation:

Average Arrangement Time = $\Sigma(\overline{D})$ at Collocation Arrangement is Complete) – (Date Order for Collocation Arrangement Submitted) / Total Number of Collocation Arrangements Completed during Reporting Period.

Report Structure:

- Individual CLEC (alias) aggregate
- Aggregate of all CLECs

Level of Disaggregation:

•

DATA RETAINED RELATING TO CLEC	DATA RETAINED RELATING TO BST
EXPERIENCE	EXPERIENCE
 Report Month Request Identifier (e.g., unique tracking number) Date and Time of Request receipt by ILEC. Request type (per reporting dimension) Response Date and Time Committed Delivery Date and Time Actual Delivery Date and Time Response Date and Time Response Date and Time 	 Report Month Request Identifier Date and Time of Request Receipt by ILEC Response Date and Time Committed Delivery Date and Time Actual Delivery Date and Time Geographic scope

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•	Geographic Scope			
Re	tail Analog/Benchmark:			
	Annendiy A: AT&T Discorrection	A Analogo and Danglemade		

COLLOCATION

Report/Measurement:

Collocation/Percent of Due Dates Missed

Definition:

Measures the percent of missed due dates for collocation arrangements.

Exclusions:

Any Bona Fide firm order cancelled by the CLEC or CLEC requested delays

Business Rules:

For CLEC Results:

Percent Due Dates Missed: For each type of collocation, both the total numbers of orders completed within the reporting interval and the number of orders completed but missing the committed due date (as specified on the initial confirmation returned to the CLEC) are counted. The resulting count of orders completed later than the committed due date is divided by the total number of orders completed. The measurement is similar to the Percent Completed on Time for resold services and unbundled network element orders and could be reflected as a separate category within the Percent Completed on Time measurement.

For ILEC Results:

The ILEC computation is identical to that for the CLEC for provision of collocations to ILEC affiliates. Largely, however, tariff and contract standards will be the benchmarks that ILECs must meet for a parity determination. Their vast number of end offices compared to CLECs' switch deployment make it difficult to develop the appropriate analog.

Other Clarifications and Qualifications:

- Elapsed time is measured in days and hours.
- A response to the collocation request will only be considered to be "received" if it is a thorough and actionable plan (i.e., a simple "yes" or "no" is not sufficient).

Questions about the CLEC's collocation request also do not count as a "received response."

Calculation:

% of Due Dates Missed = Σ (Number of Orders not completed w/ ILEC Committed Due Date during Reporting Period) / Number of Orders Completed in Reporting Period) X 100

Report Structure:

- Individual CLEC (alias) aggregate
- Aggregate of all CLECs

Level of Disaggregation:

•	

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
 Report Month Request Identifier (e.g., unique tracking number) Date and Time of Request receipt by ILEC. Request type (per reporting dimension) Response Date and Time Committed Delivery Date and Time Actual Delivery Date and Time Response Date and Time Response Date and Time Geographic Scope 	 Report Month Request Identifier Date and Time of Request Receipt by ILEC Response Date and Time Committed Delivery Date and Time Actual Delivery Date and Time Geographic scope
Retail Analog/Benchmark:	

MEASURES PROPOSED BY AT&T TO REPLACE BELLSOUTH'S BILLING INVOICE MEASURES:

Dan out III common and a			
Report/Measurement:			
Percent Mechanized Billing Format Accuracy Definition:			
The purpose of this measurement is to monitor the accu	racy of the mechanized billing format.		
Exclusions:	·		
None			
Business Rules:			
The ILEC will establish a quality control process that is	disclosed to CLECs and that is no less rigorous than the		
most rigorous quality monitoring established in the ILE	C hilling service contracts for long distance service		
providers. The quality monitoring process must be disc	losed in advance and process auditing must be permitted.		
The records and invoices delivered by the ILEC must si	multaneously meet the standards relating to content,		
accuracy and formatting in order to be counted as accur-	ate. If a sampling process is used to monitor accuracy,		
then the study results must be reconfirmed no less than	quarterly.		
Calculation:			
Percent Mechanized Billing Format Accuracy = [(Total	Number of Accurate Mechanized Local Bills)/(Total		
Number of Mechanized Local Bills Processed)] x 100			
Report Structure:			
CLEC Specific			
	CLEC Aggregate		
BST Aggregate			
Level of Disaggregation:			
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks			
DATA RETAINED RELATING TO ALEC	DATA RETAINED RELATING TO BST		
EXPERIENCE	EXPERIENCE		
Report Month	Report Month		
Record Type or Invoice Type	Record Type or Invoice Type		
Mean Delivery Interval	Number of Records With Errors		
Standard Error of Delivery Interval	Number of Records Created		
Number of Messages or Invoices Delivered	 Number of Messages or Invoices Delivered 		
Number of Accurate Mechanized Local Bills Number of Accurate Mechanized Local Bills			
Number of Mechanized Local Bills Number of Mechanized Local Bills			
Retail Analog/Benchmark:			
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks			

Report/Measurement:		
Percent Process Accuracy of Current Billing Activity		
Definition:		
The purpose of this measurement is to monitor the pro	vers accuracy of the ourset hilling a state	
Exclusions:	bess accuracy of the current offing activity.	
• None		
Business Rules:		
· +		
Calculation:		
Charges & Credits Billed Dollarsi)+(lTotal DOA Bille	[[(Total Other Charges & Credits Billed Dollars)+(Total other & Correction Adjustment Dollars)}/[(Total Other d Dollars)] x 100	
Report Structure:	4.5	
CLEC Specific		
CLEC Aggregate BST Aggregate		
Level of Disaggregation:		
See Appendix A: AT&T Disaggregation, Analogs and Be		
DATA RETAINED RELATING TO ALEC		
EXPERIENCE	DATA RETAINED RELATING TO BST	
Report Month	EXPERIENCE	
Record Type or Invoice Type	Report Month Record Type or Invoice Type	
Mean Delivery Interval	Number of Records With Errors	
 Standard Error of Delivery Interval 	Number of Records Created	
 Number of Messages or Invoices Delivered 	Charges & Credits Billed Dollars	
 Charges & Credits Billed Dollars 	Adjustment Billed Dollars	
 Adjustment Billed Dollars 	Correction Adjustment Dollars	
Correction Adjustment Dollars		
Retail Analog/Benchmark:		
See Appendix A: AT&T Disaggregation, Analogs and Be	nchmarks	

Report/Measurement:		
Percent Switched Local Billing Accuracy		
Definition:		
The purpose of this measurement is to monitor the sy	vitched local billing accuracy.	
Exclusions:	-	
• None		
Business Rules:		
The ILEC will establish a quality control process that	t is disclosed to CLECs and that is no less rigorous than the	
most rigorous quality monitoring established in the Il	LEC billing service contracts for long distance service	
providers. The quality monitoring process must be d	isclosed in advance and process auditing must be permitted	
The records and invoices delivered by the ILEC must	simultaneously meet the standards relating to content	
accuracy and formatting in order to be counted as acc	curate. If a sampling process is used to monitor accuracy	
then the study results must be reconfirmed no less that	in quarterly	
Calculation:		
Percent Switched Local Billing Accuracy = [(Total S	witched Billed Dollarsl)-([Switched Adjustment	
Dollarsi) / (Total Switched Billed Dollarsi) x 100		
Report Structure:		
CLEC Specific		
CLEC Aggregate		
BST Aggregate		
Level of Disaggregation:		
See Appendix A: AT&T Disaggregation, Analogs and E		
DATA RETAINED RELATING TO ALEC	DATA RETAINED RELATING TO BST	
EXPERIENCE	EXPERIENCE	
Report Month	Réport Month	
Record Type or Invoice Type	Record Type or Invoice Type	
Mean Delivery Interval	Number of Records With Errors	
Standard Error of Delivery Interval	Number of Records Created	
Number of Messages or Invoices Delivered Spritched Billed Bill	Switched Billed Dollars	
Switched Billed Dollars Switched Adjustment Dollars	Switched Adjustment Dollars	
Switched Adjustment Dollars Retail Analog/Benchmark:		
See Appendix A: AT&T Disaggregation, Analogs and B	enchmarks	

Report/Measurement:

Percent On-Time Mechanized Local Services Invoice Delivery

Definition

The purpose of this measurement is to monitor the percent of invoices successfully transmitted to the CLEC within 10 calendar days of the close of a bill cycle.

Exclusions:

Any invoices rejected due to formatting or content errors

Business Rules:

This measure captures the elapsed number of days between the scheduled close of a Bill Cycle and the ILEC's successful transmission of the associated invoice to the CLEC. For each invoice, the calendar date of the scheduled close of Bill Cycle is compared to the calendar date that successful invoice transmission to the CLEC completes to determine the number transmitted within 10 calendar days. The number transmitted within 10 calendar days is divided by the number of complete invoices sent in the reporting period.

Calculation:

Percent On-Time Mechanized Local Services Invoice Delivery = [(Total Number of Mechanized Local Bills Received On Time)/(Total Number of Mechanized Local Bills Processed)] x 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

DATA RETAINED RELATING TO ALEC DATA RETAINED RELATING TO BST **EXPERIENCE EXPERIENCE** Report Month Report Month Record Type or Invoice Type Record Type or Invoice Type Mean Delivery Interval Number of Records With Errors Standard Error of Delivery Interval Number of Records Created Number of Messages or Invoices Delivered Number of Mechanized Local Bills Received Number of Mechanized Local Bills Received On-Time Number of Mechanized Local Bills

Retail Analog/Benchmark:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Number of Mechanized Local Bills

Report/Measurement:		
Percent On-Time Service Order Billing	* * * * * * * * * * * * * * * * * * * *	
Definition:		
	cent of dollars on all service orders completed within 60	
Exclusions:		
None		
Business Rules:		
Calculation:		
Percent On-Time Service Order Billing = [(Sum of the	Absolute Value of Timely Other Charges & Credits	
Dollars)/(Sum of the Absolute Value of Other Charges	s & Credits Billed Dollars)] x 100	
Report Structure:		
CLEC Specific		
CLEC Aggregate		
BST Aggregate		
Level of Disaggregation:	· · · · · · · · · · · · · · · · · · ·	
See Appendix A: AT&T Disaggregation, Analogs and Be		
DATA RETAINED RELATING TO ALEC	DATA RETAINED RELATING TO BST	
EXPERIENCE	EXPERIENCE	
Report Month	Report Month	
Record Type or Invoice Type	Record Type or Invoice Type	
Mean Delivery Interval	Mean Delivery Interval	
Standard Error of Delivery Interval	Standard Error of Delivery Interval	
Number of Messages or Invoices Delivered	Number of Messages or Invoices Delivered	
Charged Dollars	Charged Dollars	
Credit Dollars Credit Dollars		
Retail Analog/Benchmark:		
See Appendix A: AT&T Disaggregation, Analogs and Be	enchmarks	

Report/Measurement:		
Percent On-Time Correction/Adjustment Dollars		
Definition:		
The purpose of this measurement is to monitor the ac	djustments or corrections which are implemented within 60	
days of decision to grant adjustment or adjustment cl	laim submission.	
Exclusions:		
None		
Business Rules:		
Calculation:		
Percent On-Time Correction/Adjustment Dollars = [0	(Total Correction/Adjustment Dollars) (Total	
Correction/Adjustment Dollars > 60 Calendar Daysl)]/(Total Correction/Adjustment Dollarsl) x 100		
Report Structure:	Z. State Political Control of the Co	
CLEC Specific		
CLEC Aggregate		
BST Aggregate		
Level of Disaggregation:		
See Appendix A: AT&T Disaggregation, Analogs and F	Senchmarks -	
DATA RETAINED RELATING TO ALEC	DATA RETAINED RELATING TO BST	
EXPERIENCE	EXPERIENCE	
Report Month	Report Month	
Record Type or Invoice Type	Record Type or Invoice Type	
Mean Delivery Interval Standard Experience Interval	Mean Delivery Interval	
 Standard Error of Delivery Interval Number of Messages or Invoices Delivered 	Standard Error of Delivery Interval	
Correction/Adjustment Dollars	Number of Messages or Invoices Delivered	
Correction/Adjustment Dollars Correction/Adjustment Dollars Retail Analog/Benchmark:		
See Appendix A: AT&T Disaggregation, Analogs and B	· · · · · · · · · · · · · · · · · · ·	
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Report/Measurement:		
Percent On-Time Switched Local Charges		
Definition:		
The purpose of this measurement is to monitor the on- Exclusions:	time delivery of Switched Local Charges.	
None		
Business Rules:		
Calculation:		
<u> </u>		
Calendar Days From Date Samine Day 100	ed Local Charges)-(Switched Local Charges Billed>60	
Calendar Days From Date Service Rendered)] x 100 Report Structure:		
CLEC Specific		
CLEC Aggregate		
BST Aggregate		
Level of Disaggregation:		
See Appendix A: AT&T Disaggregation, Analogs and Be		
DATA RETAINED RELATING TO ALEC		
EXPERIENCE	DATA RETAINED RELATING TO BST	
Report Month	EXPERIENCE	
Record Type or Invoice Type	Report Month	
Mean Delivery Interval	Record Type or Invoice Type	
Standard Error of Delivery Interval	Mean Delivery Interval Standard Form (S.D.):	
Number of Messages or Invoices Delivered	Standard Error of Delivery Interval	
 Number of Charges > 60 Calendar Days From 	Number of Messages or Invoices Delivered	
Date Service Rendered		
 Delivery Date of Switched Local Charges 		
Retail Analog/Benchmark:		
See Appendix A: AT&T Disaggregation, Analogs and Be	nchmarks	
The state of the s		

ADDITIONAL MEASURES PROPOSED BY AT&T

Report/Measurement:

Acknowledgement Timeliness

Definition:

This measure is designed to monitor the rate at which the CLECs receive a timely acknowledgement from the ILEC after the submission of a Local Service Request.

Exclusions:

None

Business Rules:

For CLEC Results:

An acknowledgement is the first indicator that the Local Service Request has been received by the ILEC and is under analysis. Acknowledgement Timeliness is determined by computing the elapsed time (in minutes and seconds) from the ILEC receipt of a Local Service Request from the CLEC, to the time the ILEC returns the acknowledgement that a syntactically correct order has been received. Elapsed time is calculated for each acknowledgement. The acknowledgments that are returned within 15 Minutes are categorized in a manner consistent with the specified level of disaggregation, then divided by the associated total number of acknowledgements transmitted by the ILEC during the reporting period.

Other Clarifications and Qualification:

- When the ILEC processes orders for a CLEC via different interfaces (e.g., LENS, EDI or TAG) then the
 preceding measurement must be computed for each interface arrangement.
- All intervals are measured in minutes and seconds rounded to the nearest second.
- Because this should be a highly automated process, the accumulation of elapsed time continues through offschedule, weekends and holidays.
- "Syntactically correct" means all fields required to process an order are populated and reflect the correct format as agreed and documented in the current interface specifications.

Calculation:

Acknowledgement Timeliness = [(Date and Time Local Service Request is Received by the ILEC)-(Date and Time Acknowledgement of Syntactically Correct Local Service Request is Transmitted From the ILEC Gateway)];

[(Count of All Acknowledgements Transmitted Within 15 Minutes)/(Count of All Acknowledgements Transmitted in the Reporting Period)] X 100

Report Structure: _

- Fully Mechanized, Partially Mechanized, Total Mechanized
- State and Region
- CLEC Specific
- CLEC Aggregate

Service Type

Level of Disaggregation:

react of Digagglegation:	
See Appendix A: AT&T Disaggregation, Analogs an	id Benchmarks
Data Retained Relating To CLEC Experience:	Data Retained Relating To BST Performance:
 Report Month Total number of LSRs Total number of Rejects Total Number of Errors State and Region Count of Firm Order Acknowledgements Count of Syntax Rejects Count of Legacy System Rejects Count of Orders Submitted Interface Type Order Activity Type Original order date for rejected orders Rejection Notice Date and Time 	 Report Month Total number of LSRs Total number of Errors Adjusted Error Volume State and Region Count of Order Acknowledgments Count of Syntax Rejects Count of Legacy System Reject Count of Orders Submitted Interface Type Order Activity Service Type Volume Category

			Attachment 9 Appendix A
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 Volume Category 	केंग्रेग प्रशंक	*	
Manual Fallout	•		
Retail Analog/Benchmark:		· · · · · · · · · · · · · · · · · · ·	
See Appendix A: AT&T Disag	gregation, Analo	gs and Benchmarks	
			 ł

Report/Measurement:

Acknowledgement Completeness

Definition:

This measure is designed to monitor the percent of acknowledgements received by the CLEC from the ILEC after the submission of a Local Service Request.

Exclusions:

• None

Business Rules:

For CLEC Results:

An acknowledgement is the first indicator that the Local Service Request has been received by the ILEC and is under analysis. Acknowledgement Completeness is determined by computing the number of acknowledgements transmitted by the ILEC and divided by the number of Local Service Requests received by the ILEC during the reporting period.

Other Clarifications and Qualification:

- When the ILEC processes orders for a CLEC via different interfaces (e.g., LENS, EDI or TAG) then the preceding measurement must be computed for each interface arrangement.
- All intervals are measured in minutes and seconds rounded to the nearest second.
- · Because this should be a highly automated process, the accumulation of elapsed time continues through offschedule, weekends and holidays.
- "Syntactically correct" means all fields required to process an order are populated and reflect the correct format as agreed and documented in the current interface specifications.

Acknowledgements Completeness = [(Total Number of Acknowledgements)/(Total Number of Service Requests Received in the Reporting Period)] X 100

Report Structure:

- Fully Mechanized, Partially Mechanized, Total Mechanized
- State and Region
- **CLEC Specific**
- CLEC Aggregate

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Data Retained Relating To CLEC Experience:

- Report Month
- Total number of LSRs
- Total number of Rejects
- Total Number of Errors
- State and Region
- Count of Firm Order Acknowledgements
- Count of Syntax Rejects
- Count of Legacy System Rejects
- Count of Orders Submitted
- Interface Type
- Order Activity Type
- Original order date for rejected orders
- Rejection Notice Date and Time
- Service Type
- Volume Category
- Manual Fallout

Data Retained Relating To BST Performance:

- Report Month
- Total number of LSRs
- Total number of Errors
- Adjusted Error Volume
- State and Region
- Count of Order Acknowledgments
- Count of Syntax Rejects
- Count of Legacy System Reject
- Count of Orders Submitted
- Interface Type
- Order Activity
- Service Type
- Volume Câtégory

Retail Analog/Benchmark:

Report/Measurement:

Firm Order Commitment and Reject Response Completeness

Definition:

A response is expected from the ILEC for every Local Service Request transaction (version). More than one response or differing responses per transaction is not expected. Firm Order Commitment and Reject Response Completeness is the corresponding number of Local Service Requests received to the combination of Firm Order Commitment and Reject Responses.

Exclusions:

Service Requests canceled by the CLEC prior to being committed or rejected.

Business Rules:

- Mechanized The number of FOCs or Rejects sent to the CLEC from LENS, EDI, TAG in response to
 electronically submitted LSRs (date and time stamp in LENS, EDI, TAG).
- Partially Mechanized The number of FOCs or Rejects sent to the CLEC from LENS, EDI, TAG in
 response to electronically submitted LSRs (date and time stamp in LENS, EDI, TAG), which fall out for
 manual handling by the LCSC personnel.
- Total Mechanized The number of the combination of Fully Mechanized and Partially Mechanized LSRs
- Non-Mechanized The number of FOCs or Rejects sent to the CLEC via FAX Server in response to manually submitted LSRs (date and time stamp in FAX Server).

For CLEC Results:

Firm Order Commitment and Reject Response Completeness is determined in two dimensions:

- Percent responses is determined by computing the number of Firm Order Commitments and Rejects
 transmitted by the ILEC and dividing by the number of Local Service Requests (all versions) received in the
 reporting period.
- Percent of multiple responses is determined by computing the number of Local Service Request unique
 versions receiving more than one Firm Order Commitments, Reject or the combination of the two and
 dividing by the number of Local Service Requests (all versions) received in the reporting period.

For ILEC Results:

Same computation as for the CLEC.

Other Clarifications and Qualification:

- When the ILEC processes orders for a CLEC via different interfaces (e.g., LENS, EDI or TAG) then the
 preceding measurement must be computed for each interface arrangement.
- The ILEC service agent's attempt to submit an order for processing by the ILEC OSS is considered
 equivalent to the ILEC acknowledgment of the CLEC's order.
- The ILEC OSS return of any indication to the service agent that an order cannot be processed as submitted is eonsidered equivalent to the ILEC return of a rejection notice to the CLEC.
- Return of any information (e.g., order recapitulation) to the ILEC customer service agent that indicates no
 errors are evident or that an order can be processed, is the equivalent of the ILEC return of a FOC to the
 CLEC.

Calculation - Single FOC/Reject Response Expected

Firm Order Commitments / Reject Response Completeness = [(Total Number of Service Requests for Which a Firm Order Commitments or Reject is Sent/Total Number of Service Requests Received in the Report Period)] X 100

Calculation - Multiple or Differing FOC/Reject Responses Not Expected

Firm Order Commitment and Reject Response Completeness = [(Total Number of Firm Order Commitments Per LSR Version)+(Total Number of Reject Responses Per LSR Version)+(Combination of Firm Order Commitments and Reject Per LSR Version)/(Total Number of Service Requests (All Versions) Received in the Reporting Period) X 100]

Report Structure:

- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
- State and Region
- CLEC Specific
- CLEC Aggregate
- BellSouth Specific

Level of Disaggregation:

Report/Measurement:

Provisioning Notification Completeness

Definition:

The percent of Local Service Requests eligible to complete that receive notification of provisioning completion. Local Service Requests are eligible to complete if the order is not in clarification on the date and time the LSR is due to be provisioned and completed; a supplement LSR has not been sent to the ILEC to cancel the LSR, and the due date has passed.

Exclusions:

- Service Requests which is in clarification on the date and time the LSR is due to be provisioned and completed.
- Service Requests canceled by the CLEC prior to being committed or rejected.
- Service Requests which have not yet reached the due date.

Business Rules:

Provisioning Notification Completeness is determined by counting the number of completed Local Service Requests and then dividing by the total number of Local Service Requests received that are eligible to complete.

Calculation:

Provisioning Notification Completeness = [(Count of Completed Local Service Requests)/(Total Number of Local Service Requests Received That are Eligible to Complete in the Reporting Period)] X 100

Report Structure:

- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
- State and Region
- CLEC Specific
- CLEC Aggregate

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs an	d Benchmarks
Data Retained Relating To CLEC	Data Retained Relating To BST Performance:

Experience:

- Report Month
- Total number of LSRs
- Total number of Rejects
- Total Number of Errors
- State and Region
- Count of Orders Completed Without Manual Intervention
- Count of Firm Order Commitments
- Count of Syntax Rejects
- Count of Legacy System Rejects
- Count of Orders Submitted
- Interface Type
- Order Activity Type
- Original order date for rejected orders
- Rejection Notice Date and Time
- Service Type
- Volume Category
- Manual Fallout (for Mechanized Orders Only)

- Report Month
- Total number of LSRs
- Total number of Errors
- Adjusted Error Volume
- State and Region
- Count Orders Completed Without Manual Intervention
- Count of Order Commitments
- Count of Syntax Rejects
- Count of Legacy System Reject
- Count of Orders Submitted.
- Interface Type
- Order Activity
- Service Type
- Volume Category

Retail Analog/Benchmark:

Report/Measurement:

Percent Order Accuracy

Definition:

Customers expect that their service provider will deliver precisely the service ordered and all the features specified. A service provider that is unreliable in fulfilling orders, will not only generate ill-will with customers when errors are made, but will also incur higher costs to rework orders and to process customer complaints. This measurement monitors the accuracy of the provisioning work performed by the ILEC, in response to CLEC orders. When the ILEC provides the comparable measure for its own operation, it is possible to know if provisioning work performed for CLECs is at least as accurate as that performed by the ILEC for its own retail local service operations.

Exclusions:

- Orders canceled by the CLEC
- Order Activities of the ILEC associated with internal or administrative use of local services.
- For resubmissions impact on due date measure, ILEC would not have to comply if tying final accepted order to original order is technically infeasible (But feasibility issue will be revised as systems are upgraded.)

Business Rules:

For CLEC Results:

For each order completed during the reporting period, the original account profile and the order that the CLEC sent to the ILEC are compared to the services and features reflected upon the account profile as it existed following completion of the order by the ILEC. An order is "completed without error" if all service attribute and account detail changes (as determined by comparing the original and the post order completion account profile) completely and accurately reflect the activity specified on the original and any supplemental CLEC orders. "Total number of orders completed" refers to the total number of order completion notices sent to the CLEC by the ILEC for each reporting dimension identified below.

For ILEC Results:

Same computation as for the CLEC with the clarifications noted below.

Other Clarifications and Qualification:

- Order Supplements If the CLEC initiates any supplements to the originally submitted order, for the
 purposes of reflecting changes in customer requirements, then the cumulative effect of the initial order and
 all the supplemental orders will be compared. Differences will be determined by comparing the pre- and
 post-order completion account profiles for the affected customer.
- Completion Notices To the extent that the ILEC supplies a completion notice containing sufficient
 information to perform validation of the order accuracy, then the Completion Notice information can be
 utilized in lieu of the comparison of the "before" and "after" account profiles. Use of the completion notice
 for this purpose would need to be at the mutual agreement of the ILEC and the CLEC.
- All Orders The comparison is between the CLEC order and the account profile as it existed before and
 after order completion.
- Service Profile. If a sample is employed for this measurement, then the ILEC should also be prepared, if
 requested, to demonstrate that the order activity types represented within each service type for both the ILEC
 and CLEC sample are representative of actual experiences for each entity.
- Sampling may be utilized to establish order accuracy provided the results produced are consistent with the
 reporting dimensions specified, the sample methodology is disclosed in advance and reflects generally
 accepted sampling methodology and the sampling process may be audited by the CLEC.

Calculation:

Percent Order Accuracy = [(Σ Orders Completed w/o Error)/(Σ Orders Completed)] X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks
Data Retained Relating To CLEC Experience:

Data 1

- Report Month
- Count of Orders Completed Without Manual Intervention
- Data Retained Relating To BST Performance:
 Report Month
- Count Orders Completed Without Manual Intervention

- Count of Firm Order Commitments
- Count of Syntax Rejects
- Count of Legacy System Rejects
- Count of Orders Submitted
- Interface Type .
- Order Activity Type
- Original order date for rejected orders
- Rejection Notice Date and Time
- Service Type
- Volume Category
 - Manual Fallout (for Mechanized Orders Only)

- Count of Order Commtments
- Count of Syntax Rejects
- Count of Legacy System Reject
- Count of Orders Submitted
- Interface Type
- Order Activity
- Service Type
- Volume Category

Retail Analog/Benchmark:

Report/Measurement:

Percent Completions/Attempts without Notice or with Less Than 24 Hours Notice.

Definition:

CLECs need adequate notice of order completion activities. They can be made to look disorganized by ILECs providing service without such advance notice: Customers and CLECs may even be unable to schedule necessary vendors on the scene to complete the installation, resulting in ILEC technicians being turned away and customer frustration with the CLEC. An ILEC could cause a great deal of harm to the CLEC competitively, yet look like it is providing parity or above parity service by the results other provisioning measures. A measurement capturing any non-parity in the occurrence of surprise or short-notice service deliveries also is critical to affording CLECs a reasonable opportunity to compete.

Exclusions:

- Rejection Interval None
- Jeopardy Interval None
- Firm Order Commitment Interval None
- Completion Notification Interval None
- Percent Jeopardies None
- Completions or Attempts Without Notice or With less than 24-hours' notice delivery that the CLEC specifically requested.

Business Rules:

For CLEC Results:

Calculation would exclude any successful or unsuccessful service delivery that CLEC was informed of at least 24 hours in advance. ILEC may also exclude from calculation deliveries on less than 24 hours' notice that CLEC requested.

For ILEC Results:

The ILEC reports completions for which ILEC technicians delivered service to customers without giving sufficient advance notice to customers, sales or to internal account tearn to arrange for appropriate vendors to be on hand. Calculation of insufficient notice is similar to CLEC calculation (none or less than 24 hours). Similar surprise service deliveries are calculated for ILEC affiliate's account representatives.

Calculation:

Percent Completions or Attempts without Notice or with Less Than 24 Hours Notice = [(Completion Dispatches (Successful and Unsuccessful) With No FOC or FOC Received Within 24 Hours of Due Date)/(All Completions)] X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- **BST** Aggregate

Level of Disaggregation:

See Appendix A:	- ልፕ&ፕ	Disaggregation	Analiana	and D	
_ooo rippondia A.	. ALC.		Anaiogs	Яทก ห	PRCRMatke

Data Retained Relating To CLEC Experience:	Data Retained Relating To BST Performance:
 Report Month Interface Type Service Type CLEC Order Number Order Submission Date Order Submission Time Status Type (Rejection, FOC, Jeopardy Type, Completion Notice) Status Notice Date Status Notice Time 	 Report Month Interface Type Service Type Status Type (Rejection, FOC, Jeopardy Type, Completion Notice) Average Status interval Standard error of status interval Number of Orders Reflected In Result Standard Order Activity
- Cattle 140Hot Title	Number of Statuses Provided

Order Due Date Retail Analog/Benchmark:

Standard Order Activity

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Number of Statuses Provided

Report/Measurement:

Percent Service Loss from Early Cuts

Definition:

Customers must not be subjected to unscheduled service disruptions because of lengthy or uncoordinated cutovers of loops with interim or permanent number portability or the provision of any other UNEs that require disconnection and reconnection of a customer.

Exclusions:

None

Business Rules:

For CLEC Results:

For coordinated loop cuts, the same loop is moved from an existing port to what is effectively a different port (The CLEC collocation point). Translation disconnects also are reported if they occur too early in a conversion involving local number portability. For each conversion, the ILEC will track whether the cutover time (for facilities and translations) was earlier than the committed due date and time that appeared on the FOC. The total number of early cutovers will be divided by the total number of eastsomer conversions that were completed during the reporting period. The resulting ratio will be expressed as a percentage.

For ILEC Results:

ILECs would use retail residential or business POTS outside move activity as an analog. An outside move occurs when a customer, with existing service, moves from one premises to another within the same central office area without disconnecting and reconnecting service. With inside moves the customer keeps their own phone number. Although an outside move involves disconnecting an existing loop from an operating port and reconnecting a different loop (within the same office) to that same port, the work involved is very similar (i.e. coordinated retermination).

Calculation:

Percent Service Loss from Early Cuts = [(Customer Conversion Where Cutover Time is Earlier Than Due Date and Time)/(All Customer Conversions Completed During Reporting Period)] x 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Data Retained Relating To CLEC Experience: Data Retained Relating To BST Performance: Report Month Report Month Service Type Number of Early Conversions Order Activity Number of Conversions >30 Minutes Late Committed Due Date and Time (from Firm Total Number of Conversions Order Commitments Average Conversion Interval Completion Date and Time Standard Error of Conversion Interval Geographic Scope Geographic Scope Volume Category · Volume Category Record Type or Invoice Type Record Type or Invoice Type Number of Records With Errors Number of Records With Errors Number of Records Delivered Number of Records Created

Retail Analog/Benchmark:

Report/Measurement:

Percent Service Loss from Late Cuts

Definition:

Customers must not be subjected to unscheduled service disruptions because of lengthy or uncoordinated cutovers of loops with interim or permanent number portability or the provision of any other UNEs that require disconnection and reconnection of a customer.

Exclusions:

None

Business Rules:

For CLEC Results:

For coordinated loop cuts, the same loop is moved from an existing port to what is effectively a different port (The CLEC collocation point). Translation disconnects also are reported if they occur too late in a conversion involving local number portability. For each conversion, the ILEC will track whether the cutover time (for facilities and translations) was later than the committed due date and time that appeared on the FOC. The total number of cutovers that were completed more than 1 hour past the committed due date and time for 1-10 lines and more than 2 hours for more than 10 lines will be divided by the total number of customer conversions that were completed during the reporting period. The resulting ratio will be expressed as a percentage.

For ILEC Results:

ILECs would use retail residential or business POTS outside move activity as an analog. An outside move occurs when a customer, with existing service, moves from one premises to another within the same central office area without disconnecting and reconnecting service. With inside moves the customer keeps their own phone number. Although an outside move involves disconnecting an existing loop from an operating port and reconnecting a different loop (within the same office) to that same port, the work involved is very similar (i.e. coordinated retermination).

Calculation:

Percent Service Loss from Late Cuts =[(Customer Conversions Where Cutover Time is More than 30 Minutes Past Due Date and Time)/(All Customer Conversions Completed During Reporting Period)] x 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregatë

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Data Retained Relating To CLEC Experience: Report Month

- Service Type
- Order Activity
- Committed Due Date and Time (from Firm Order Commitment)
- Completion Date and Time
- Geographic Scope
- Volume Category
- Record Type or Invoice Type
- Number of Records With Errors
- Number of Records Delivered

- Data Retained Relating To BST Performance:

 Report Month
- Number of Early Conversions
- Number of Conversions >30 Minutes Late
- Total Number of Conversions
- Average Conversion Interval
- Standard Error of Conversion Interval
- Geographic Scope
- Volume Category
- Record Type or Invoice Type
- Number of Records With Errors
 - Number of Records Created

Retail Analog/Benchmark:

Report/Measurement:

Percent of Orders Cancelled or Supplemented at the Request of the ILEC

Definition:

Prior to or during the cutover, the ILEC may encounter internal problems with its network which make it impossible to perform the cutover at the agreed upon time. This results in significant inconvenience to the customer. As a result, the percent of orders that are cancelled or supped by the CLEC at the request ILEC must be measured. This measurement must be expressed as a fraction to understand both the number and the percent of times that the order must be supped at the ILEC Request.

Exclusions:

None

Business Rules:

For CLEC Results:

The percent of orders that are supplemented or cancelled due to a jeopardy and network problems attributable to the ILEC. The ILEC will track the number of orders that they request to be supplemented or changed. The total number of supplements and cancels from the CLEC will also be tracked. The ratio will be calculated by dividing the number of orders supplemented or cancelled at the request of the ILEC divided by the total supplements or cancels by the CLEC. For this formula, the resulting ratio will be expressed as a percentage. For ILEC Results:

ILECs would use retail residential or business POTS outside move activity as an analog. An outside move occurs when a customer, with existing service, moves from one premises to another within the same central office area without disconnecting and reconnecting service. With inside moves the customer keeps their own phone number. Although an outside move involves disconnecting an existing loop from an operating port and reconnecting a different loop (within the same office) to that same port, the work involved is very similar (i.e. coordinated retermination).

Calculation:

Percent of Orders Cancelled or Supplemented at the Request of the ILEC = [(Number of Orders Cancelled or Supplemented at the Request of the ILEC During Reporting Period)/(Number of Cancels and Supplements During the Reporting Period)] x 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Ben	chmarks
Data Retained Relating To CLEC Experience:	Data Retained Relating To BST Performance:
Report Month	Report Month
Service Type	Number of Early Conversions
Order Activity	Number of Conversions >30 Minutes Late
 Committed Due Date and Time (from Firm 	Total Number of Conversions
Order Commitment)	Average Conversion Interval
 Completion Date and Time 	Standard Error of Conversion Interval
Geographic Scope	Geographic Scope
Volume Category	Volume Category
Record Type or Invoice Type	Record Type or Invoice Type
 Number of Records With Errors 	Number of Records With Errors
Number of Records Delivered	Number of Records Created

Retail Analog/Benchmark:

Report/Measurement:

Percent of Coordinated Cuts Not Working as Initially Provisioned

Definition:

Customers may experience either a full or partial loss of service due to defective ILEC facilities where the CLEC is reusing the customer's existing loop, or due to the switching platform not being properly set up with the 10 Digit / 6 Digit trigger being applied. To ensure that the CLEC's customers are not disproportionately losing dial tone, the percent of ILEC caused service interruptions outside of the initial customer cutover must be measured.

Exclusions:

None

Business Rules:

For CLEC Results:

The ILEC will track the number of Coordinated Cuts that are not working as initially provisioned by the number of provisioning troubles by the CLEC during the cutover process that are ultimately attributable to the ILEC. The measurement will be calculated by dividing the number of troubles by the total number of Coordinated Cuts provisioned for the CLEC during the reporting period.

For ILEC Results:

ILECs would use retail residential or business POTS outside move activity as an analog. An outside move occurs when a customer, with existing service, moves from one premises to another within the same central office area without disconnecting and reconnecting service. With inside moves the customer keeps their own phone number. Although an outside move involves disconnecting an existing loop from an operating port and reconnecting a different loop (within the same office) to that same port, the work involved is very similar (i.e. coordinated retermination).

Calculation:

Percent of Coordinated Cuts Not Working as Initially Provisioned = [(Number of Troubles Attributable to the ILEC on Initial Customer Cutover)/(Number of Coordinated Cuts Provisioned During The Reporting Period)] X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

Data Retained Relating To CLEC Experience:	Data Patained Deleting To Dam D
Data Retained Relating To CLEC Experience: Report Month Service Type Order Activity Committed Due Date and Time (from Firm Order Commitment) Completion Date and Time Geographic Scope Volume Category Record Type or Invoice Type Number of Records With Errors Number of Records Delivered	Data Retained Relating To BST Performance: Report Month Number of Early Conversions Number of Conversions >30 Minutes Late Total Number of Conversions Average Conversion Interval Standard Error of Conversion Interval Geographic Scope Volume Category Record Type or Invoice Type Number of Records With Errors Number of Records Created
Potail Anological	Total of the total

Retail Analog/Benchmark:

Report/Measurement:

Average Recovery Time

Definition:

Customers do not expect lengthy service outages due to problems experienced during the coordinated cut process. If problems do occur, the ILEC should work to minimize the customer outage. If a problem is found and can be isolated to the ILEC side of the network, the time between notification and resolution by the ILEC must me measured to ensure that CLEC customers do not experience unjustifiably lengthy service outages.

Exclusions:

None

Business Rules:

For CLEC Results:

When there is a problem during the porting process, the ILEC will track the average duration of each service outage or trouble. The duration time is defined as the time from the initial trouble notification until the trouble has been restored and an index number issued by the CLEC. For each trouble, the ILEC will track the duration of the trouble. The sum of all time associated with the troubles will be divided by the number of troubles. Average recovery time does not include time restoring a customer to the ILEC.

For ILEC Results:

ILECs would use retail residential or business POTS outside move activity as an analog. An outside move occurs when a customer, with existing service, moves from one premises to another within the same central office area without disconnecting and reconnecting service. With inside moves the customer keeps their own phone number. Although an outside move involves disconnecting an existing loop from an operating port and reconnecting a different loop (within the same office) to that same port, the work involved is very similar (i.e. coordinated retermination).

Calculation:

Average Recovery Time = Σ {[(Date & Time That Trouble is Closed By CLEC)-(Date & Time Initial Trouble is Opened With ILEC)]/(Number of Troubles Referred to the ILEC)}

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

See Appendix A:	<u> </u>	Disaggregation,	Analog	gs and	Benchmarks
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Data Retained Relating To CLEC Experience: Report Month Service Type

- Order ActivityGeographic Scope
- Geographic ScopeVolume Category
- Record Type or Invoice Type
- Number of Troubles
- Date & Time Trouble is Received
- Date & Time Trouble is Closed
- Interval of Each Trouble

Data Retained Relating To BST Performance:

- Report Month
- Standard Error of Conversion Interval
- Geographic Scope
- Volume Category
- Record Type or Invoice Type
- Number of Troubles
- Date & Time Trouble is Received
- Date & Time Trouble is Closed
- Interval of Each Trouble

Retail Analog/Benchmark:

Report/Measurement:

Mean Time to Restore a Customer to the ILEC

Definition:

If there are extenuating circumstances during a port such that the customer is out of service for an extended amount of time, the CLEC may determine that the problem cannot be resolved quickly, and the service must be restored to the ILEC. The CLEC will communicate to the ILEC Coordinator that the customer needs to be restored to the ILEC until the situation can be resolved. To ensure that the customer is not out of service for an extended period of time during the restoration to the ILEC, the time it takes to re-establish the end user's service must be also be measured.

Exclusions:

None

Business Rules:

For CLEC Results:

If the customer has been out of service, and there are issues that cannot be fixed or resolved in an expeditious manner, the CLEC may request to reestablish the customer on the existing ILEC facilities. This will allow both the ILEC and the CLEC to resolve the issues and the port to proceed at a later date without further outage of the customer's service. For each customer restored to ILEC service, the ILEC will track the cumulative amount of time between the initial notification from the CLEC until the time when the end user or CLEC has confirmed that their service has been restored. The cumulative time will be divided by the number of customers restored to the ILEC during the reporting period.

For ILEC Results:

ILECs would use retail residential or business POTS outside move activity as an analog. An outside move occurs when a customer, with existing service, moves from one premises to another within the same central office area without disconnecting and reconnecting service. With inside moves the customer keeps their own phone number. Although an outside move involves disconnecting an existing loop from an operating port and reconnecting a different loop (within the same office) to that same port, the work involved is very similar (i.e. coordinated re-termination).

Calculation:

Mean Time to Restore \overline{A} Customer to the ILEC = $\Sigma\{[(Date \& Time Service is Restored to Customer)-(Date \& Time of Initial Notification to Restore)]/(Number of Circuits Restored to ILEC)}$

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Data Retained Relating To CLEC Experience: Report Month Service Type

- Order Activity
- Geographic Scope
 Volume Catagonia
- Volume Category
- Record Type or Invoice Type
- Number of Circuits Restored
- Date & Time Notification is Received
- Date & Time Restoration is Completed
- Interval of Each Restoration

Retail Analog/Benchmark:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Data Retained Relating To BST Performance:

- Report Month
- Total Number of Conversions
- Average Conversion Interval
- Standard Error of Conversion Interval
- Geographic Scope
- Volume Category
- Record Type or Invoice Type

Report/Measurement: Percent of Customers Restored to the ILEC Definition: In addition to monitoring the time it takes for the ILEC to re-establish the end-user's service, the frequency that a CLEC customer must be restored to the ILEC must be measured. Exclusions: None **Business Rules:** For CLEC Results: The ILEC will track the number of circuits that need to be reestablished with the ILEC and divide them by the cumulative number of coordinated cuts during the established period. This measurement will be expressed as a percentage. For ILEC Results: ILECs would use retail residential or business POTS outside move activity as an analog. An outside move occurs when a customer, with existing service, moves from one premises to another within the same central office area without disconnecting and reconnecting service. With inside moves the customer keeps their own phone number. Although an outside move involves disconnecting an existing loop from an operating port and reconnecting a different loop (within the same office) to that same port, the work involved is very similar (i.e. coordinated retermination). Calculation: Percent Of Customers Restored to the ILEC = [(Number of Circuits Restored to ILEC/Number of Total Circuits Attempted to Port During Interval)] X 100 Report Structure: **CLEC Specific CLEC** Aggregate BST Aggregate Level of Disaggregation: See Appendix A: AT&T Disaggregation, Analogs and Benchmarks Data Retained Relating To CLEC Experience: Data Retained Relating To BST Performance: Report Month Report Month Service Type Standard Error of Conversion Interval Order Activity Geographic Scope Geographic Scope Volume Category Volume Category Record Type or Invoice Type Record Type or Invoice Type Number of Circuits Restored

Retail Analog/Benchmark:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Number of Circuit Port Attempts

Report/Measurement:

Call Abandonment Rate - Ordering & Provisioning

Definition:

When CLECs experience operational problems dealing with ILEC processes or interfaces, prompt responses by ILEC support centers are required to ensure that the CLEC customers are not adversely affected. Any delay in responding to CLEC center requests for support (e.g., request for a vanity telephone number) will, in turn, adversely impact the CLEC retail customer who may be holding on-line with the CLEC customer service agent. This measure monitors the ILEC's handling of support calls from CLECs to determine if responsiveness is at parity with the service the ILEC provides its retail customers seeking assistance.

Exclusions:

• None

Business Rules:

For CLEC Results:

The Call Abandonment Rate is based on the number of calls received by the call distribution system of the ILEC center for the reporting period, regardless whether the call actually is transferred to ILEC personnel for processing. In addition, a count is accumulated of all calls that are subsequently terminated by the calling party or dropped due to equipment failure before transfer to the service agent for processing. The accumulated count of calls abandoned (terminated) is divided by the total count of calls received at the monitored center. Call Abandonment Rate is monitored through the call management technology utilized to distribute calls to ILEC agents supporting CLEC activities (i.e., call receipt personnel staffing ILEC support centers intended for CLEC use). Results for each measure are to be provided separately for each center handing CLEC inquiries. If centers deployed by the ILEC support multiple functions (e.g., both maintenance and provisioning) then the results for each function supported should be separately reported.

Calculation:

Call Abandonment Rate = [(Count of Calls Terminated Before Answer During the Reporting Period)/(Count of All Calls Placed in Queue During the Reporting Period)] X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Data Retained Relating To CLEC Experience:	Data Retained Relating To BST Performance:
 Month Center Identifier Center Type Mean Speed of Answer Standard Error for Mean Speed of Answer Count of Calls Answered Count of Calls Abandoned Retail Analog/Benchmark:	Month Center Identifier Center Type Mean Speed of Answer Standard Error for Mean Speed of Answer Count of Calls Answered Count of Calls Abandoned

Report/Measurement:

Mean Jeopardy Interval for Maintenance and Trouble Handling

Definition:

Customers need to know that the CLEC is monitoring the status of their repair closely. The CLEC, therefore, needs jeopardy notification if repair commitments are not going to be met. This measure, when collected and compared for the CLEC and ILEC, monitors whether the CLEC receives the same jeopardy notices regarding repairs as the ILEC provides for its own or an affiliate's retail customers.

Exclusions:

- Trouble tickets that are canceled at the CLEC's request
- ILEC trouble reports associated with administrative service
- Instances where the CLEC or an ILEC customer requests that a ticket be "held open" for monitoring
- Subsequent Reports (additional reports on an already open ticket)
- Any trouble type tracking that parties agree are technically unfeasible or operationally prohibitive
- A trouble ticket created for tracking and/or monitoring requests for clarifying information (e.g. confirmation of customer ownership from CLEC support centers.
- Tickets used to track referrals of misdirected calls

Business Rules:

CLEC Results:

Jeopardy Interval is the remaining time between the pre-existing committed maintenance or trouble handing appointment date and time and the date and time the ILEC issues a notice to the CLEC indicating an appointment is in jeopardy of being missed. The scheduled appointment time will be assumed to be 5:00 p.m. local time unless other information is communicated. The date and time of the jeopardy notice delivered by the ILEC is subtracted from the scheduled completion date to establish the jeopardy interval for any appointment placed in jeopardy. The jeopardy interval is accumulated by service group with the resulting accumulated time then divided by the count of scheduled appointments associated with the particular service.

For ILEC Results:

Computations are the same as for the CLEC with the clarifications outlined below.

Other Clarifications and Qualification:

All intervals are measured in hours and hundredths of an hour rounded to the nearest hundredth. The lack of electronic bonding for maintenance does not excuse the ILEC from jeopardy reporting requirements.

Calculation:

Mean Jeopardy Interval for Maintenance and Trouble Handling $\Rightarrow \Sigma\{[(Date and Time of Committed Due Date for Maintenance or Trouble Handling)-(Date and Time of Jeopardy Notice)]/(Number of Maintenance or Trouble Handling Appointments Jeopardized in Reporting Period)}$

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Data Retained Relating To CLEC Experience:

Report Month

- CLEC Ticket Number
- Ticket Submission Time
- Ticket Submission Date
- Ticket Completion Time
- Trouble Resolution Time
- Trouble Resolution Date
- Service Type
- WTN or CKTID (a unique identifier for elements combined in a service configuration)
- Trouble Type
- Geographic Scope

Data Retained Relating To BST Performance:

- Report Month
- Average Restoral Interval
- Standard Error for the Average Restoral Interval
- Service Type
- Trouble Type
- Geographic Scope
- Number of Tickets

Retail Analog/Benchmark:

Report/Measurement:

Percent Customer Troubles Resolved Within Estimate

Definition:

When customers experience trouble on working services, they naturally expect the services to be restored within the time frame promised. When such commitments are not fulfilled, an already unsatisfactory condition, in the customer's eyes, becomes even worse. When this measure is collected for the ILEC and CLEC and then compared, it can be used to establish that CLECs are receiving equally reliable (as compared to the ILEC operations) estimates of the time required to complete repairs.

Exclusions:

- Trouble tickets that are canceled at the CLEC request
- ILEC trouble reports associated with administrative service
- Instances where the CLEC or an ILEC customer requests a ticket be "held open" for monitoring
- Trouble tickets created for tracking and/or monitoring requests for clarifying information (e.g., confirmation of customer ownership from CLEC support centers).
- Tickets used to track referrals of misdirected calls.

Business Rules:

For CLEC Results:

The computation of the measure is as follows: The quoted repair completion date and time is compared to the actual repair date and time (ticket closure as defined in Time to Restore metric). In each instance where the actual repair date and time is on or before the initially provided estimated or quoted date and time to restore, the count of "troubles resolved within estimate" is incremented by one for the relevant "service type" and "trouble type." The resulting count is divided by the total number of troubles resolved (for the consistent service and trouble type), for the report period, in all instances where an estimated interval was provided or a standard interval existed.

For ILEC Results:

Same calculation as for CLEC.

Other Clarifications and Qualification:

The ILEC analog for this measure is derived by comparing the actual date and time of ILEC trouble ticket closure compared to the projected trouble clearance date and time established through the ILEC agent's on-line interaction with the ILEC's work management system, regardless of whether or not the ILEC currently quotes this information to its retail customer.

- See the "Time To Restore" measurement for discussion of analogous ILEC maintenance activities (e.g., trouble resolution).
- The "quoted" or "estimated" time to restore is the actual scheduled time projection returned by the ILEC work management system or the standardized repair interval that the ILEC uses for its own operations when equivalent service arrangements are involved.
- A trouble is "resolved" when the ILEC issues notice to the CLEC that the customer's service is restored to normal operating parameters.
- If the ILEC supplies only the estimated repair interval, then the estimated date and time of repair is determined by adding the repair interval to the date and time that the CLEC logged the repair request with the ILEC.

Calculation:

Percent Customer Troubles Resolved Within Estimate = [(Count of Customer Troubles Resolved By The Quoted Resolution Time and Date)/(Count of Customer Troubles Tickets Closed)] X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks Data Retained Relating To CLEC Experience: Data Retained Relating To BST Performance: Report Month Report Month CLEC Ticket Number Service Type Ticket Submission Time Trouble Type Ticket Submission Date Number of Troubles Resolved Within Estimate

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- Trouble Resolution Time
- Trouble Resolution Date
- Service Type
- WTN or CKTID (a unique identifier for elements combined in a service configuration)
- Trouble Type
- Geographic Scope

Retail Analog/Benchmark: See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

- Number of Troubles Resolved
- Geographic Scope

Report/Measurement:

Call Abandonment Rate - Maintenance

Definition:

When CLECs experience operational problems dealing with ILEC processes or interfaces, prompt responses by ILEC support centers are required to ensure that the CLEC customers are not adversely affected. Any delay in responding to CLEC center requests for support (e.g., request for a vanity telephone number) will, in turn, adversely impact the CLEC retail customer who may be holding on-line with the CLEC customer service agent. This measure monitors the ILEC's handling of support calls from CLECs to determine if responsiveness is at parity with the service the ILEC provides its retail customers seeking assistance.

Exclusions:

None

Business Rules:

For CLEC Results:

The Call Abandonment Rate is based on the number of calls received by the call distribution system of the ILEC center for the reporting period, regardless whether the call actually is transferred to ILEC personnel for processing. In addition, a count is accumulated of all calls that are subsequently terminated by the calling party or dropped due to equipment failure before transfer to the service agent for processing. The accumulated count of calls abandoned (terminated) is divided by the total count of calls received at the monitored center. Call Abandonment Rate is monitored through the call management technology utilized to distribute calls to ILEC agents supporting CLEC activities (i.e., call receipt personnel staffing ILEC support centers intended for CLEC use). Results for each measure are to be provided separately for each center handing CLEC inquiries. If centers deployed by the ILEC support multiple functions (e.g., both maintenance and provisioning) then the results for each function supported should be separately reported.

Call Abandonment Rate = [(Count of Calls Terminated Before Answer During the Reporting Period)/(Count of All Calls Placed in Queue During the Reporting Period)] X 100

Report Structure:

- **CLEC Specific**
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Data Retained Relating To CLEC Experience:	Data Retained Relating To BST Performance:
 Month Center Identifier Center Type Mean Speed of Answer Standard Error for Mean Speed of Answer Count of Calls Answered Count of Calls Abandoned 	Month Center Identifier Center Type Mean Speed of Answer Standard Error for Mean Speed of Answer Count of Calls Answered Count of Calls Abandoned
Retail Analog/Renchmark	

Report/vieasurement:			
Average Time Allotted To Proof Listing Updates Befo	re Publication		
Definition:			
CLECs must be provided the same opportunity to revie	ew directory listing updates to catch any errors before		
publication in white pages directories.			
Exclusions:			
None			
Business Rules:			
For CLEC Results:			
Time Allotted To Proof Listing Updates encompasses t	he amount of review time afforded to CLECs for the		
purposes of validating directory listings prior to directo	ry publication. If electronic access permits a CLEC to		
view, on demand, its customers' listings as they will be	published, then this measure is not necessary. An		
interface availability measurement, however, should be	included within the reporting dimensions for the		
"General" OSS systems measurements. The directory is	proofing interval information should be captured and		
retained for each directory published. The interval is m	leasured from the date and time the CLEC receives a final		
listing of customer-related information that will be cont	ained within the ILEC's next directory publication to the		
linal date and time for submission of changes to the list	final date and time for submission of changes to the listings provided.		
For ILEC Results:			
Same calculation as for CLEC.			
Calculation:			
Average Time Allotted To Proof Listing Updates Befo	ore Publication = Σ{[Date & Time of Directory		
Publication Deadline)-(Date and Time Updates Availa	able for Proofing)/(Number of Undates Sent for		
Proofing)	Diff (
Report Structure:			
CLEC Specific			
CLEC Aggregate			
BST Aggregate			
Level of Disaggregation:			
See Appendix A: AT&T Disaggregation, Analogs and Ber	nchmarks		
Data Retained Relating To CLEC Experience:	Data Retained Relating To BST Performance:		
 Month 	Month		
 Type of Measurement - Directory Listing 	Type of Measurement - Directory Listing		
 Directory Close Date (DL only) 	Directory Close Date (DL only)		
 List Availability Date (DL only) 	Listing Availability Date (DL only)		
Retail Analog/Benchmark:			
See Appendix A: AT&T Disaggregation, Analogs and Ben	chmarks		

Report/Measurement:

Meantime To Notify CLEC

Definition:

Both CLECs and ILECs must be made aware of major network events in order to notify customers and regulatory agencies (e.g. E-911 agencies, FAA, and other key customer accounts).

To that end, the ILECs must provide the CLECs with timely and detailed information (pertaining to a network incident) to afford CLECs the opportunity to make prudent business decisions regarding management of their own customer base and networks. For example, the ILEC would inform the CLEC that the network incident was caused by a cable cut at a specified location.

Exclusions:

None

Business Rules:

For CLEC Results:

The results will be based on the time it takes for the ILEC's Centralized Control Center to notify the CLEC and ILEC of a customer impacting network incident in equipment utilized by the CLEC. When the ILEC's Centralized Control Center becomes aware of the network incident, they must electronically notify both the ILEC and the CLEC.

The notification time for each outage will be measured in minutes and divided by the number of outages for the reporting period.

For ILEC Results:

Same computation as for the CLEC.

Calculation:

Meantime To Notify $\overline{C}LEC = \Sigma\{[(Date and Time ILEC Notified CLEC)-(Date and Time ILEC detected network incident)]/(Count of Network Incidents)\}$

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Data Retained Relating To CLEC Experience: • Report Month • Type of Event Data Retained Relating To BST • Report Month • Type of Event • Type of Event	I Portonnonce
Meantime to notify CLEC Number of Events Geographic Scope Indicator Retail Analog (Renchmarks) Mean Time to Detect Event Number of Events Geographic Scope Indicator Retail Analog (Renchmarks)	ıt

Retail Analog/Benchmark:

Report/Measurement:

Average Update Interval

Definition:

CLECs must rely on ILEC databases in order to provide accurate E911/911 services, directory listings, directory assistance, and operator services. ILECs currently control the updating of many essential databases, such as the Line Information Database (LIDB); directory listings, E911 Automatic Location Identifier (ALI), Master Street Address Guide (MSAG) and selective routing databases.

In addition, accurate and timely loading of NXXs before the LERG (Local Exchange Routing Guide) effectiveness date is vital to CLEC customer's receiving calls from ILEC customers, and it is essential to ensure that customers are charged correctly for local and toll calls. Routing of CLEC's NXXs at the tandem and central office to the proper Public Safety Answering Point (PSAP) for emergency calls also is critical to E911/911 service.

Disparity in timely and accurate updates of the above databases can lead to annoying, costly and possibly "life and death" situations for CLEC customers.

Exclusions:

- Updates Canceled by the CLEC
- Initial update when supplemented by CLEC
- ILEC updates associated with internal or administrative use of local services

Business Rules:

For CLEC Results:

The actual update interval is determined for each update processed during the reporting period. It is the elapsed time from the ILEC receipt of a syntactically correct transaction from the CLEC to the ILEC's accurate completion of updating all databases affected by the CLEC activity. Elapsed time for each update is accumulated for each affected database (e.g., E911/911, LIDB, Directory and Directory Listings). The time required to update each database is accumulated and then divided by the associated total number of updates completed within the reporting period.

For ILEC Results:

The ILEC computation is identical to that for the CLEC with the clarifications noted below.

Other Clarifications and Qualification:

- For LIDB, the elapsed time for an ILEC update is measured from the point in time when the ILEC's file
 maintenance process makes the LIDB update information available until the date and time reported by the
 ILEC that database updates are completed.
- Results for the CLECs are captured and reported at the update level by Reporting Dimension (see below).
- The Completion Date is the date upon which the ILEC issues the Update Completion Notice to the CLEC.
- If the CLEC initiates a supplement to the originally submitted update and the supplement reflects changes in
 customer requirements (rather than responding to ILEC initiated changes), then the update submission date
 and time will be the date and time of ILEC receipt of a syntaetically correct update supplement. Update
 activities responding to ILEC initiated changes will not result in changes to the update submission date and
 time used for the purposes of computing the update completion interval.
- Elapsed time is measured in hours and hundredths of hours rounded to the nearest tenth of an hour.
- Because this should be a highly automated process, the accumulation of elapsed time continues through off—schedule, weekends and holidays; however, scheduled maintenance windows are excluded.

Calculation:

Average Update Interval = Σ {[(Completion Date & Time of Database Update)-(Submission Date and Time of Database Change)]/(Total Number of Updates Completed During Reporting Period)}

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

The second is a second in the	icitilates
Data Retained Relating To CLEC Experience:	Data Retained Relating To BST Performance:
 Report Month Database Type Update Submission Date 	Report Month Database Type Mean Interval for Update

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 Update Submission Time Update Completion Date Update Completion Time Reporting Dimension Geographic Scope 	Page 108 Standard Error of Mean Number of Updates Number of Updates With Errors Geographic Scope
Retail Analog/Benchmark:	
See Appendix A: AT&T Disaggregation, Analogs and Ber	achmarks

Report/Measurement:

Percent Update Accuracy

Definition:

CLECs must rely on ILEC databases in order to provide accurate E911/911 services, directory listings, directory assistance, and operator services. ILECs currently control the updating of many essential databases, such as the Line Information Database (LIDB); directory listings, E911 Automatic Location Identifier (ALI), Master Street Address Guide (MSAG) and selective routing databases.

In addition, accurate and timely loading of NXXs before the LERG (Local Exchange Routing Guide) effectiveness date is vital to CLEC customer's receiving calls from ILEC customers, and it is essential to ensure that customers are charged correctly for local and toll calls. Routing of CLEC's NXXs at the tandem and central office to the proper Public Safety Answering Point (PSAP) for emergency calls also is critical to E911/911

Disparity in timely and accurate updates of the above databases can lead to annoying, costly and possibly "life and death" situations for CLEC customers.

Exclusions:

- Updates Canceled by the CLEC
- Initial update when supplemented by CLEC
- ILEC updates associated with internal or administrative use of local services

Business Rules:

For CLEC Results:

For each update completed during the reporting period, the original update that the CLEC sent to the ILEC is compared to the Database following completion of the update by the ILEC. An update is "completed without error" if the database completely and accurately reflects the activity specified on the original and supplemental update (e.g., orders) submitted by the CLEC. Each Database (e.g., E911/911, LIDB, Directory and Directory Listings) should be separately tracked and reported.

For ILEC Results:

The ILEC computation is identical to that for the CLEC with the clarifications noted below. Other Clarifications and Qualification:

- For LIDB, the elapsed time for an ILEC update is measured from the point in time when the ILEC's file maintenance process makes the LIDB update information available until the date and time reported by the ILEC that database updates are completed.
- Results for the CLECs are captured and reported at the update level by Reporting Dimension (see below).
- The Completion Date is the date upon which the ILEC issues the Update Completion Notice to the CLEC.
- If the CLEC initiates a supplement to the originally submitted update and the supplement reflects changes in customer requirements (rather than responding to ILEC initiated changes), then the update submission date and time will be the date and time of ILEC receipt of a syntactically correct update supplement. Update activities responding to ILEC initiated changes will not result in changes to the update submission date and time used for the purposes of computing the update completion interval.
- Elapsed time is measured in hours and hundredths of hours rounded to the nearest tenth of an hour.
- Because this should be a highly automated process, the accumulation of elapsed time continues through offschedule, weekends and holidays; however, scheduled maintenance windows are excluded.

Calculation:

Percent Update Accuracy = [(Number of Updates Completed Without Error)/(Number Updates Completed)] X 100

Report Structure:

- CLEC Specific
- **CLEC** Aggregate
- **BST** Aggregate

Level of Disaggregation:

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		ragerio
Update Completion Date	Number of Updates	
Update Completion Time	Number of Updates With Errors	
Reporting Dimension	Geographic Scope	
Geographic Scope	.[.	
Retail Analog/Benchmark:		
See Appendix A: AT&T Disaggregation, Analogs and B	enchmarks	
·		

APPENDIX A: AT&T DISAGGREGATION, ANALOGS AND BENCHMARKS*

Appendix A

Disaggregation Explanation (Process Level)

Disaggregation

A. Pre-Order OSS Responsiveness

- 1. Feature Function Availability/Service Availability
- 2. Facility Availability Qualification of Loops for Advanced Digital Services
- 3. Street Address Validation
- 4. Appointment Scheduling
- 5. Customer Service Records
- 6. Telephone Number
- 7. Rejected or Failed Queries (regardless of type)

B. Maintenance & Repair OSS Responsiveness

- 1. Create (or confirm logging of) a Maintenance Request
- Obtain Status
- 3. Obtain Test Results
- 4. Cancel Request
- 5. Rejected of Failed Queries (regardless of type)
- 6. Clearance Notification
- 7. Closure Notification

C. Collocation

- 1. Physical Caged
- 2. Shared Caged
- 3. Cageless
- 4. Adjacent On-Site
- 5. Adjacent Off-Site
- 6. Augment to Physical
- 7. Virtual
- 8. Augment to Virtual

D. Multi-Functional Disaggregation

- 1. Interface type—for preordering, ordering, billing and maintenance and repair OSS
- 2. Dispatch and non-dispatch—for provisioning and maintenance measures
- 3. Volume—for ordering, provisioning, and maintenance measures (a) 1-5 lines, (b) 6-14 lines, and (c) 15+ lines
- 4. Geographic -All measures should be disaggregated to a state level, if the data is available. Additionally, provisioning and maintenance measures should be disaggregated to the MSA level
- 5. By CLEC, BST, and all BST affiliates for all measures
- 6. Center-for OS/DA, ordering & maintenance service center measures

E. Service Order Activities

- 1. New Service Installations
- 2. Service Migrations Without Changes
- 3. Service Migrations With Changes
- 4. Local Number Porting
- 5. Inside Move
- 6. Outside Move
- 7. Records Change
- 8. Feature Changes
- Service Disconnects
- 10. Translation Disconnects

r=	
Disaggregation	
11. Standalone Directory Listing (DL)	
12. Standalone Directory Assistance (DA) Listing	-
13. Standalone DL & DA Activity	
F. Billing	
	·
1. Record Type (resale, interconnection, UNE)	
	

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	Disagoregation, Analogs and Renchmarks	
G. Product Disaggregation for (Ordering,	Benchmark 95% within x Days unless	Retail analog for other provisioning and
Provisioning, and Maintenance & Repair)	other,wise noted (resale) for Order Completion	maintenance and repair measures
1. Resold Residence POTS	1 Peteil Angles	
2 Resold Business POTS	2 Detail Analog	1. Ketail Analog
3 Resold BRITSDN	2 Daril Anglog	
A Resold DDT ISDN	3. Netall Allalog	
	4. Retail Analog	
	5. Ketail Analog	•
0. Account Anglog P.B.A trunks	6. Retail Analog	
	/. Retail Analog	
_, ,	•	• •
	9. Retail Analog	
10. Resold DS3 Services	10. Retail Analog	_
	11. Retail Analog	
12. Other Resold Services	12. Retail Analog	•
13. UNB Platform	13. Retail POTS	٠.
14. UNE Channelized DS1 (DS1 loop +	٠.	` -
-		
•	15. Same as above	15 Retail DOT'S
_	16. Same as above	
	17. Same as above	' -
_	18. Same as above	D'ST
_		
-		
21. Other Unbundled Loops	21. Same as above	
_		• •
_	23. 3 days	
_	24. 5 days	
	25. 5 days	•
26. UNE DID-capable Switch Port (trunk side)		
•	27. 5 days	27 DS1
28. UNE Dedicated DS0 Transport		
	respectively	
		29. DS1
		30. DS3
31. Interconnect Trunks (DS0s, DS1s and DS3s,)	31. ILBC Trunks	
	52. ILEC Trunks	32, ILEC Trunks

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	Disaggregation, Analogs and Benchmarks	
G. Product Disaggregation for (Ordering, Provisioning, and Maintenance & Repair)	Benchmark 95% within x Days unless otherwise noted (resale) for Order Completion	Retail analog for other provisioning and
1 5	Interval	
(33. ILNP	33. 3, 7, and 10 days, for a,b, and c, volumes	33. Retail POTS
	respectively	
34. PNP	34. Same as above	34. Retail POTS

Attacı....nt 9 Appendix A

AT&T Performance Standards By Measure

L_	BellSouth Measura	
46.4	Average Response Time Interface Availability (P Interface Availability (A Response Interval (Mai	(See Section D above re: interface, company, and geographic disaggregation) 1. Retail analogs by function. See Section A above. 2. 99.5 % availability for all OSS interfaces. 3. 99.5% availability for all OSS interfaces. 4. Retail analogs by function. See Section B above.
1.26.42.0.6.89	Percent Flow-through Service Requests Order Acknowledgement Timeliness Order Acknowledgement Timeliness Order Acknowledgement Completeness Percent Rejected Service Requests Reject Interval Firm Order Commitment Timeliness Firm Order Commitment/Rejection Response Completeness Speed of Answer in Ordering Center Percent Order Accuracy	(See Section G above re: products) (See Section B above re: interface, company, and geographic, and volume disaggregation) 1. 98% flow-through, with an improvement plan if BST's current methodology is not rejected by the Commission. 2. 100% of all Mechanized Acknowledgements Are Returned Within 15 Minutes of Receiving LSR 3. Mechanized Acknowledgements Are Sent 100% of Time 4. Diagnostic 5. 95% or greater within: mechanized 1 hour, partially mechanized5 hours, non-mechanized24 hours 6. 95% or greater within: mechanized 1 hour, partially mechanized5 hours, non-mechanized24 hours 7. Firm Order Commitments or Reject Responses are Returned on 100% of LSRs. 8. 95% within 20 seconds, 100% within 30 seconds 9. 99% of Completed CLBC Orders Are Accurate
1. 6.4.6.6.9.9.01	Mean Held Order Interval & Distribution Intervals Average Jeopardy Notice Interval & % of Orders Given Jeopardy Notices Percent Orders Completed On Time Average Completion Interval Average Completion Notice Interval Provisioning Notification Completeness Coordinated Customer Conversions % Provisioning Troublos w/i 30 days of Service Order Activity Percent Completions/Attempts without Notice or with Less Than 24 Hours Notice	(See Section G above for product specific benchmark or retail analog) (See Section D above re: company, and geographic, dispatch, and volume disaggregation) 1. Retail Analog 2. Retail Analog 3. Retail Analog 6. Completion notification sent for 98% of completed service orders 7. <10 lines – 100% within 1 hour >11 lines – 100% within 2 hours 8. Retail analog 9. ≥ 98 percent of completions and completion attempts should receive more

L	DollGardt Manner	Page 117
Ľ	Deligouti Integral C	Standard/Benchmark
	 Fercent Service Loss from Late Cuts Percent of Orders Cancelled or Supplemented at the Recuest of the 	than 24 hours notice via a FOC
	ILEC	committed due date and time on HOC
		11. 100 % of coordinated cutovers complete no later than 1 hour past the
	14. Average Recovery Time	committed due date and time on FOC for 1-10 lines and no later than 2 hours
<u>:</u>	 Mean Time to Restore a Customer to the ILEC 	for greater than 10 lines.
		13. < 1.0% of All Coordinated Cuts Not Working as Initially Provisioned
		14. 98% of Customer Recoveries Done Within 1 Hour? 100% of Customer
		15. 98% of Customer Restorral to the ILEC Completed Within 1 Hour and 100%
_		Within 2 Hours
		(See Section G above for product specific retail analog)
<u> </u>	. Customer I rouble Report Rate	(See Section D above re: company, and geographic, dispatch, and volume
, i		disaggregation)
٠ ند		1. Retail Analog
4 ,		
ر ر		
<u> </u>	. Hercent Customer Troubles Resolved Within Estimate	
		5. Retail Analog
\perp		
		(See Section D.above re; center)
- `		1. <1% of calls abandoned from queue
	Mean Jume To Answer Calls(Service Center)	2. > 95% of calls, by center, are answered within 20 seconds.
\perp		All calls are answered within 30 seconds
•		(See Section D above re: interface and company disaggregation)
નં (rescent Mechanized Billing Format Accuracy	1. Retail Analog
~i ·	Percent Process Accuracy of Current Billing Activity	2. Retail Analog
'n		
4		
Ś		4. Retail Analog
છં	Percent On-Time Correction/Adjustment Dollars	
۲.	Percent On-Time Switched Local Charges	
∞ 0	Usage Data Delivery Accuracy	8. Retail Analog
2.	Mean Time to Deliver Usage	9. Retail Analog
•		((See Section D above re: company and center)
٠,	Mean Time to Answer(OS/DA)	1. >90% of Calls Answered by a Live Agent in 10 Seconds
i	Mean Anne Anolica to From Listing Oppates Before	2. Review Time May be no More than 4 Hours Less Than the ILECs' review time

i		Attachment 9 Appendix A
	BellSouth Measure	Standard/Benchmark
	Publication(Disaggregated by Directory)	
	 Database Average Update Interval Database Percent Update Accuracy 	(See Section d above re: company) 1. 99:99% Completed in 24 Hours 3. > 99,99% Accurate
	1. Percent Call Completion	1. Dedicated trunk groups not to exceed blocking standard of B.01.
<u> </u>		Where CLECALD traffic share common ILEC trunks: No more than 1% of end offices may have more than 2% blockage a month based on Erlang B.01 scale. Where CLEC traffic traverses a separate common network from ILEC traffic; No
- 24.60	 Collocation Average Response Time Collocation Average Arrangement Time Collocation % of Due Dates Missed 	(See Section D above re: company and geographic disaggregation and Section C re: collocation disaggregation) 1. 95% within 10 calendar days 2. Physical-90 calendar days, virtual 60 calendar days
		5. Unisses of committed due date

APPENDIX B: GLOSSARY OF ACRONYMS AND TERMS

	Tital	***
Ā	ACD	Automatic Call Distributor - A service that provides status monitoring of agents in a call center and routes high volume incoming telephone calls to available agents while collecting management information on both callers and attendants.
	AGGREGATE	Sum total of all items in like category, e.g. CLEC aggregate equals the sum total of all CLECs' data for a given reporting level.
	ASR	Access Service Request - A request for access service terminating delivery of carrier traffic into a Local Exchange Carrier's network.
	ATLAS	Application for Telephone Number Load Administration System - The BellSouth Operations System used to administer the pool of available telephone numbers and to reserve selected numbers from the pool for use on pending service requests/service orders.
	ATLASTN	ATLAS software contract for Telephone Number
	AUTO CLARIFICATION	The number of LSRs that were electronically rejected from LESOG and electronically returned to the CLEC for correction.
В	BILLING	The process and functions by which billing data is collected and by which account information is processed in order to render accurate and timely billing.
	BOCRIS	Business Office Customer Record Information System - A front-end presentation manager used by BellSouth organizations to access the CRIS database.
	BRC	Business Repair Center - The BellSouth Business Systems trouble receipt center which serves large business and CLEC customers.
		BellSouth Telecommunications, Inc.
	BST	
С	CKTID	A unique identifier for elements combined in a service configuration
	CLEC	Competitive Local Exchange Carrier
	CMDS	Centralized Message Distribution System - BellCore administered national system used to transfer specially formatted messages among companies.
	COFFI	Central Office Feature File Interface - A BellSouth Operations System database which maintains Universal Service Order Code (USOC) information based on current tariffs.

Appendix B: Glossary of Acronyms and Terms - Continued

C	COFIUSOC	COFFI software contract for feature/service information
		COTT Software contract for feature/service information
	CRIS	Customer Record Information System - The BellSouth proprietary corporate
İ		database and billing system for non-access customers and services.
ł		CRIS software contract for CSR information
	CRSACCTS	The solution contract for CSR information
ļ	CCD	Customer Service Record
	CSR	Common Transport Transle Common Til
	CTTG	Common Transport Trunk Group - Final trunk groups between BST & Independent end offices and the BST access tandems.
D	DESIGN	Design Service is defined as any Special or Plain Old Telephone Service Order which requires BellSouth Design Engineering Activities
	DISPOSITION & CAUSE	Types of trouble conditions, e.g. No Trouble Found, Central Office Equipment, Customer Premises Equipment, etc.
	DLETH	Display Lengthy Trouble History - A history report that gives all activity on a line record for trouble reports in LMOS
	ĎLR	Detail Line Record - All the basic information maintained on a line record in LMOS, e.g. name, address, facilities, features etc.
	DOĒ	Direct Order Entry System - An internal BellSouth service order entry system used by BellSouth Service Representatives to input business service orders in BellSouth format.
	DSAP	DOE (Direct Order Entry) Support Application - The BellSouth Operations. System which assists a Service Representative or similar carrier agent in negotiating service provisioning commitments for non-designed services and UNEs.
	DSAPDDI	DSAP software contract for schedule information
Ē	E911	Provides callers access to the applicable emergency services bureau by dialing a 3-digit universal telephone number.
	EDI	Elêctronic Data Interchange - The computer-to-computer exchange of inter and/or intra company business documents in a public standard format.
F	FATAL REJECT	The number of LSRs that were electronically rejected from LEO, which checks to see of the LSR has all the required fields correctly populated
	FLOW- THROUGH	In the context of this document, LSRs submitted electronically via the CLEC mechanized ordering process that flow through to the BST OSS without manual or human intervention.
<u>-</u>	FOC	Firm Order Commitment - A notification returned to the CLEC committing that the LSR has been reserved and accepted, including a facilities availability validation and the specified commitment date.

Appendix B: Glossary of Acronyms and Terms - Continued

G		
H.	HAL	STITUTE OCCUPACION AT THE STITUTE OF
	MAD .	"Hands Off" Assignment Logic - Front end access and error resolution logic used in interfacing BellSouth Operations Systems such as ATLAS, BOCRIS, LMOS, PSIMS, RSAG and SOCS.
	HALCRIS	HAL software contract for CSR information
I	ISDN	Integrated Services Digital Network
K		
L	LCSC	Local Carrier Service Center - The BellSouth center which is dedicated to handling CLEC LSRs, ASRs, and Preordering transactions along with associated expedite requests and escalations.
	LEGACY SYSTEM	Term used to refer to BellSouth Operations Support Systems (see OSS)
	LENS	Local Exchange Negotiation System - The BellSouth LAN/web server/OS application developed to provide both preordering and ordering electronic interface functions for CLECs.
	LEO	Local Exchange Ordering - A BellSouth system which accepts the output of EDI, applies edit and formatting checks, and reformats the Local Service Requests in BellSouth Service Order format.
	LESOG	Local Exchange Service Order Generator - A BellSouth system which accepts the service order output of LEO and enters the Service Order into the Service Order Control System using terminal emulation technology.
	LMOS	Loop Maintenance Operations System - A BellSouth Operations System that stores the assignment and selected account information for use by downstream OSS and BellSouth personnel during provisioning and maintenance activities.
	LMOS HOST	LMOS host computer
	LMOSupd	LMOS updates
	LNP	Local Number Portability - In the context of this document, the capability for a subscriber to retain his current telephone number as he transfers to a different local service provider.
	LOOPS .	Transmission paths from the central office to the customer premises.
	LSR	Local Service Request - A request for local resale service or unbundled network elements from a CLEC.
М	MAINTENANCE & REPAIR	The process and function by which trouble reports are passed to BellSouth and by which the related service problems are resolved.
	MARCH	A BellSouth Operations System which accepts service orders, interprets the coding contained in the service order image, and constructs the specific switching system Recent Change command messages for input into end office switches.

Appendix B: Glossary of Acronyms and Terms - Continued

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Appendix B: Glossary of Acronyms and Terms - Continued

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R	RNS	Perional Negatiation System As internal DallGust
		Regional Negotiation System - An internal BellSouth service order entry system used by BellSouth Consumer Services to input service orders in BellSouth format.
	RRC	Residence Repair Center - The BellSouth Consumer Services trouble receipt center which serves residential customers.
	RSAG	Regional Street Address Guide - The BellSouth database, which contains street addresses validated to be accurate with state and local governments.
	RSAGADDR	RSAG software contract for address search
	RSAGTN	RSAG software contract for telephone number search
S	SOCS	Service Order Control System - The BellSouth Operations System which routes
		service order images among BellSouth drop points and BellSouth Operations
ļ		Systems during the service provisioning process.
1	SOIR	Samina Outan Tata C. 70 7
Į	BOIR	Service Order Interface Record - any change effecting activity to a customer account by service order that impacts 911/E911.
T	TAFI	Trouble Analysis Facilitation Interface - The BellSouth Operations System that
		supports trouble receipt center personnel in taking and handling customer trouble reports.
}	TAG	Telecommunications Access Cotamina TAG
j		Telecommunications Access Gateway – TAG was designed to provide an electronic interface, or machine-to-machine interface for the bi-directional flow of
		information between BellSouth's OSSs and participating CLECs.
	TŅ	Telephone Number
1	TOTAL MANUAL	The number of LSRs which are entered electronically but require manual entering
	FALLOUT	into a service order generator.
Ū	UNE	Unbundled Network Element
V		
W	WTN	A unique identifier for elements combined in a service configuration
X		
Y		
$\frac{\mathbf{Z}}{\Sigma}$		
<u> </u>		Sum of:

Attachment 9 Appendix A Page 124

APPENDIX C: BELLSOUTH'S AUDIT POLICY

BELLSOUTH'S AUDIT POLICY:

BellSouth currently provides many CLECs with audit rights as a part of their individual interconnection agreements. However, it is not reasonable for BellSouth to undergo an audit for every CLEC with which it has a contract. As of June 1999, that would equate to over 732 audits per year and that number is continually growing. BellSouth developed a proposed Audit Plan for use by the parties to an audit If requested by a Public Service Commission, BellSouth will agree to undergo a comprehensive audit of the aggregate level reports for both BellSouth and the CLECs for each of the next five (5) years (2001-2005), to be conducted by an independent third party. The results of that audit will be made available to all the parties subject to proper safeguards to protect proprietary information. This aggregate level audit includes the following specifications: 1.The cost shall be borne 50% by BellSouth and 50% by the CLECs.

- 2. The independent third party auditor shall be selected with input from BellSouth, the PSC, if applicable, and the CLEC(s).
- 3. BellSouth, the PSC and the CLECs shall jointly determine the scope of the audit.

BellSouth reserves the right to make changes to this audit policy as growth and changes in the industry dictate.

Attachment 10 Page 1

Attachment 10

Bona Fide Request/New Business Request Process

Bona Fide Request/New Business Request Process

- 1.0 When applicable. Bona Fide Request/New Business Requests ("BFR/NBR") are to be used when AT&T requests any Services and Elements not already provided in this Agreement or the process needed to provide the Services and Elements, which process is not provided in this Agreement, (collectively for purposes of this Attachment 10, "the Services"). AT&T may also utilize this process to make a request not already provided in this Agreement where said request does not constitute a request under the Telecommunications Act of 1996. This Attachment 10 does not apply to Section 9 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.
- 1.1 Details required. A BFR/NBR shall be submitted in writing by AT&T and shall specifically identify: (i) the date requested for the Services; (ii) the Services requested; (iii) the associated technical requirements; (iv) space requirements; and (v) other specifications necessary to clearly define the request. If applicable, such a request also shall include AT&T's designation of the request as being an obligation of BellSouth pursuant to the Telecommunications Act of 1996.
- AT&T cancellation. AT&T may cancel a BFR/NBR in writing at any time. BellSouth will then cease analysis of the request. If AT&T cancels a BFR/NBR after BellSouth has received AT&T's written "notice to proceed" as described in Section 1.6 of this Attachment 10, AT&T agrees to pay BellSouth the reasonable, demonstrable, and actual costs directly related to complying with AT&T's BFR/NBR up to the date of cancellation.
- BellSouth acknowledgment. Within two (2) business days of receipt of a BFR/NBR, BellSouth shall acknowledge in writing its receipt and identify its single point of contact responsible for responding to the request and shall request any additional information needed to process the request. Notwithstanding the foregoing, BellSouth may reasonably request additional information from AT&T at any time during the processing of the BFR/NBR.
- Preliminary analysis delivery. Unless otherwise agreed by both parties in writing, within thirty-five (35) calendar days of its receipt of a BFR/NBR, BellSouth shall either provide to AT&T a preliminary analysis of the BFR/NBR or notify AT&T that it needs more time to provide AT&T with its preliminary analysis, at which time AT&T and BellSouth will then determine a mutually agreeable date for delivery of the preliminary analysis.

- 1.5 Preliminary analysis details. The preliminary analysis will state whether BellSouth can meet AT&T's requirements and shall include BellSouth's proposed price plus or minus 25 percent ("the Preliminary Analysis Range") and the date the request can be met. If BellSouth cannot provide the Services by the requested date, it shall provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet AT&T's requested date. The preliminary analysis also will include a detailed breakdown of the costs supporting the proposed price, including the development costs, as defined in Section 1.7 below, necessary to complete AT&T's BFR/NBR. BellSouth also shall indicate in the preliminary analysis its agreement or disagreement with AT&T's designation of the request as an obligation under the Telecommunications Act of 1996. If BellSouth does not agree with AT&T's designation, it may use the dispute resolution process set forth in Section 18 of the General Terms and Conditions of this Agreement, incorporated herein by this reference. In no event, however, shall any dispute delay BellSouth's processing of the request.
- Notice to proceed. After providing the preliminary analysis to AT&T, BellSouth shall proceed with AT&T's BFR/NBR upon receipt of AT&T's written "notice to proceed." This "notice to proceed" shall not be construed by BellSouth as a waiver of AT&T's right to invoke dispute resolution process set forth in Section 16 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, as to any issue, including BellSouth's proposed price, the reasonable, demonstrable, and actual costs incurred in the event of AT&T's cancellation of a BFR/NBR, or the amount of development costs paid. All payments are subject to adjustment according to the outcome of the dispute resolution process set forth in Section 16 of the General Terms and Conditions of this Agreement, incorporated herein by this reference. In no event shall any dispute delay BellSouth proceeding with completing the BFR/NBR.
- Development costs. Subject to the provision of Section 1.6 above, after receipt and review of BellSouth's preliminary analysis, if AT&T decides to proceed, AT&T agrees to pay the fixed amount identified in the preliminary analysis for the initial work required to develop the project plan, create the design parameters, and establish all activities and resources required to complete the BFR/NBR. These costs will be referred to as "development" costs. The development costs identified in the preliminary analysis are fixed. AT&T will begin processing the payment of development costs at the time it issues the written "notice"

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to proceed" with payment due to BellSouth within 15 days of the issuance of the notice to proceed.

- Interim payment in the event of price dispute. In the event of a dispute over payments made by AT&T or requested by BellSouth, including development costs and any interim progress payment, upon BellSouth's written request, AT&T agrees to negotiate an interim lump sum progress payment to compensate BellSouth for its reasonable, demonstrable and actual costs incurred in processing AT&T's BFR/NBR. The interim lump sum progress payment shall be calculated by determining the average between BellSouth's proposed price and AT&T's estimate of the price for processing its BFR/NBR. AT&T agrees to pay 50% of this amount as the interim lump sum progress payment. If AT&T's proposed price is less than 50% of BellSouth's proposed price, the average shall be calculated by assuming that AT&T's price is exactly 50% of BellSouth's proposed price.
- Firm quote delivery. As soon as possible, but in no event later than sixty-five (65) calendar days after receipt of the request, BellSouth shall provide AT&T with a firm BFR/NBR response that will include, at a minimum, the firm availability date, the installation intervals, a binding price quote, which shall not exceed the Preliminary Analysis Range, and a final detailed breakdown of all costs supporting the final price.
- Acceptance or rejection of firm quote. Within thirty (30) calendar days after receipt of the firm BFR/NBR response from BellSouth, AT&T will notify BellSouth in writing of its acceptance or rejection of BellSouth's proposal. If BellSouth receives no response to the firm quote from AT&T within the thirty day time frame, BellSouth shall issue a written request for confirmation that AT&T does not wish to proceed with the BFR/NBR. If BellSouth receives no response from AT&T within five (5) calendar days of its written request for confirmation, BellSouth may consider the BFR/NBR canceled. BellSouth may recover any costs incurred to the extent permitted under the provision of Section 1.2 of this Attachment 10.
- 1.11 Pricing Principles. Unless AT&T agrees otherwise, all proposed prices shall be derived in accordance with the Act and any applicable Commission rules and regulations. Payments for Services purchased under a BFR/NBR will be made as specified in thisAttachment 10, unless otherwise agreed to by AT&T.

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1.12 Amendment. Upon AT&T's acceptance of the firm quote by BellSouth, the parties shall amend the Agreement to incorporate the Services contemplated by the BFR/NBR. The amendment shall include all pertinent rates, terms and conditions and shall be filed with the appropriate regulatory commission pursuant to the requirements of the Act.

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ATTACHMENT 11

ACRONYMS

ACRONYM	DEFINITION
AAA	American Arbitration Association
AABS	Automated Alternate Billing System (AABS)
ACAC	Access Customer Advocate Center
ADA	Americans with Disabilities Act
ADSL	Asynchronous Digital Subscriber Line
ADUF	Access Daily Usage File
AIN	Advanced Intelligent Network
ALEC	Alternative Local Exchange Carrier
ALI/DMS	Automatic Location Identification/Data Management Systems
AMA	Automatic Message Accounting
AMI	Alternate Marked Inversion
ANI	Automatic Number Identification
ANSI	American National Standards Institute
ASPR	AT&T Security Policy and Requirements
ASR	Access Services Request
ASWC	AT&T Serving Wire Center
AŢĮS	Alliance for Telecommunications Industry Solutions
ATM	Asynchronous Transfer Mode
BACR	Billing Account Cross Reference
BAN	Billing Account Number
BAPCO	BellSouth Advertising and Publishing Company
BAR	Billing Account Reference
BFR/NBR	Bona Fide Request/New Business Request
₿ĹV	Busy Line Verification
BLV/BLI	Busy Line Verification/Busy Line Interrupt
BLV/BLVI	Busy Line Verification/Busy Line Verification Interrupt
BLV/ELI	Busy Line Verification/Emergency Line Interrupt
BNS	Billed Number Screening
BOC	Bell Operating Company
BOS	Billing Output Specifications
BRI	Basic Rate ISDN
BSWC	BellSouth Serving Wire Center
CABS	Carrier Access Billing Systems
CAMA	Centralized Automatic Message Accounting
CARE	Customer Account Record Exchange
CATS	Calling Card and Third Number Settlement System
CATV	Cable Television
CBOS	CABS Billing Output Specifications
CCC	Clear Channel Capability
CCITT	Consultative Committee on International Telegraph & Telephone

CCL	Common Carrier Line
CCS Common Channel Signaling	
CCSAS	Common Channel Signaling Access Service
CCSNIS	Common Channel Signaling Network Interface
	Specification
CERCLA	Comprehensive Environmental Response
	Compensation and Liability Act
Cl	<u>Customer Interface</u>
CIC	Carrier Identification Code
CF/B	Call Forward on Busy
CF-B/DA	Call Forward on Busy/Don't Answer
CF/DA	Call Forward Don't Answer
CFR	Çode of Federal Regulations
CPN	Calling Party Number
CLASS	Custom Local Area Signaling Service
ÇLEÇ	Competitive Local Exchange Carrier
CLLI	Common Language Location Identifier
CLLIC	Common Language Location Identifier Code
CLUB	Customized Large User Bill
CMDS	Centralized Message Distribution System
CMRS	Commercial Mobile Radio Service
CNAM	Calling Name Delivery Database Service
ÇO	Central Office
CPE	Customer Premises Equipment
CPR	CPR Institute for Dispute Resolution
CRIS	Customer Record Information System
CSA	Contract Service Arrangement
CSIQ	Customer Service Information Query
CSOTS	Customer Service Order Trouble System
CŞR	Customer Service Record
СТ	Common Transport
ÇY	Current Year
DA	Directory Assistance
DADAS	Direct Access to Directory Assistance Service
DADS	Directory Assistance Database Service
DB	Database
DCC	Data Communications Channel
DCS	Digital Cross-Connect System
DDD	Desired Due Date
DID	Direct Inward Dialing
DLC	Digital Loop Carrier
DLR	Design Layout Record
DMOQs	Direct Measures of Quality
DN	Directory Numbers
DMOQs	Direct Measures of Quality

DN-RI Directory Number - Route Index DS-0 Digital Signal Level Zero DS-1 Digital Signal Level One	
DS-1 Digital Signal Level One	
DO 5 TO THE DIAME OF THE TRANS	
DS-3 Digital Signal Level Three	
DRAM Digital Recorded Announcement Machine	
DSLAM Digital Subscriber Line Access Multiplexer	
DSN Data Set Name	
DSX Digital Cross Connect	
DT Dedicated Transport	
DTMF Dual-Tone Multi Frequency	
DTN Destination Telephone Number	
E&M Ear & Mouth Signaling	
EAMF Equal Access Multi-Frequency	
EBAS Enhanced Billing and Access Service	
EBCDIC Extended Binary-Coded Decimal Interchange Cod	е
ECTA Exchange Carrier Trouble Analysis	
EDI Electronic Data Interface	
EDI-PC Electronic Data Interface – Personal Computer	
EFT Electronic Funds Transfer	
El Electronic Interface	
El Emergency Interrupt	
ELI Emergency Line Interrupt	
EMI Exchange Message Interface	
EMR Exchange Message Record	
EO End Office	
EODUF Enhanced Optional Daily Usage File	
E/O Electrical to Optical	
EPA Environmental Protection Agency	
ESF Extended Super Frame	
ESIT Exchange Service Interconnection Traffic	
ESP Enhanced Service Provider	
ETTR Estimated Time to Repair	
FB Flat Rate Business Line	
FCC Federal Communications Commission	
FDI Feeder Distribution Interface	
FGA Feature Group A	
FGB Feature Group B	
FGD Feature Group D	
FL Foreign Listing	
FOC Firm Order Confirmation	
FR Flat Rate Residential Line	
FRS Functional Requirements Specification	
FSPOI Facilities Signaling Point of Interconnection	
GSST General Subscriber Services Tariff	

OTT	Olehel Title Translation	
GTT Global Title Translation		
the to the state of	HDSL High-bit-rate Digital Subscriber Line	
	HFC Hybrid Fiber Coax	
	HVAC Heating/Ventilation/Air Conditioning	
IĄM	Initial Address Message	
IBC	Initial Billing Company	
ID	Remote Identifiers	
IDLC	Integrated Digital Loop Carrier	
IEEE	Institute of Electrical and Electronic Engineers	
IITP	Internetwork Interoperability Test Plan	
I <u>LEC</u>	Incumbent Local Exchange Carrier	
INC	Industry Numbering Committee	
INP	Interim Number Portability	
IOF	Interoffice Facility	
IP	Internet Protocol	
IPP	Independent Payphone Provider	
ISDN	Integrated Services Digital Network	
ISDNU₽	Integrated Services Digital Network User Part	
ISNI	Intermediate Signaling Network Identifier	
ISP	Internet Service Provider	
ISUP	Integrated Services User Part	
ITU	International Telecommunications Union	
IVS	Interactive Voice Subsystem	
ĮVMS	Interswitch Voice Messaging Service	
IXC	Interexchange Carrier	
JIA	Joint Implementation Agreement	
JIP	Jurisdiction Information Parameter	
LATA	Local Access Transport Area	
LCC	Line Class Code	
LCSC	Local Carrier Service Center	
LEC	Local Exchange Carrier	
LENS	Local Exchange Navigation System	
LERG	Local Exchange Routing Guide	
LGX	Lightguide Cross-Connect	
LIDB	Line Information Database	
LNP	Local Number Portability	
LPIC	Local (IntraLata) Primary Exchange Carrier	
LRN	Local Routing Number	
LRN-LNP	Local Routing Number-Local Number Portability	
LRN-PNP	Local Routing Number-Permanent Number Portability	
LSR	Local Service Request	
LSSGR	LATA Switching Systems Generic Requirements	
MDF	Main Distribution Frame	
MDU	Multiple Dwelling Unit	
	<u> </u>	

MECAB	Multiple Exchange Carrier Access Billing
MECOD	Multiple Exchange Carrier Ordering and Design
MF	Multi-Frequency
MLT	Mechanized Loop Tests
MPB	Meet-Point Billing
MPOE	Minimum Point of Entry
MRVT	MTP Routing Verification Test
MSAG	Master Street Address Guide
MTA	Multiple Tandem Access
MTP	Message Transfer Port
MTTR	Mean Time to Repair
MVI	Message Waiting Indicator
NANC	North American Numbering Council
NAV	Network Applications Vehicle
NC	Network Cable
NEBS	
NEC	Network Equipment Building System
	National Electrical Code
NECA	National Exchange Carrier Association
NESC	National Electrical Safety Code
NGDLC	Next Generation Digital Loop Carrier
NICS	Non-Intercompany Settlement System
NID	Network Interface Device
NIU	Network Interface Unit
NPA	Numbering Plan Area
NPAC	Number Portability Administration Center
NRC	Non-recurring Charge
NTW	Network Terminating Wire
NXX	Three-Digit Central Office Code (N=2-9, X=0-9)
OAM	Operation and Maintenance
OAM&P	Operations Administration Maintenance & Provisioning
OBF	Ordering and Billing Forum
OC	Order Coordination
OC-TS	Order Coordination Time Specific
OC-N	Optical Circuit – (Number)
QCN	Operating Company Number
OSHA	Occupational Safety and Health Act
ODUF	Optional Daily <u>Usage File</u>
OLI	Originating Line Information
OMAP	Operations, Maintenance & Administration Part
ORT	Operational Readiness Test
OS	Operator Services
OSS	Operational Support Systems
OTS	Operator Transfer Service
₽BX	Private Branch Exchange

PCBs	Polyablarinated hiphanyle	
	Polychlorinated biphenyls	
	PDH Plesiochronous Digital Hierarchy	
	PIC Primary Interexchange Carrier	
PIN	Personal Identification Number	
PI <u>U</u>	Percent Interstate Usage	
PLU	Percent Local Usage	
PNP	Permanent Number Portability	
POI	Point of Interface	
POI	Points of Interconnection	
PON	Purchase Order Number	
POP	Point of Presence	
POT	Point of Termination	
POTS	Plain Old Telephone Service	
PSAP	Public Safety Answering Point	
PSTN	Public Switched Telecommunications Network	
PUC	Public Utilities Commission	
RACF	Remote Access Call Forwarding	
RAO	Revenue Accounting Office	
RCF	Remote Call Forwarding	
RCRA	Resource Conservation and Recovery Act	
RI	Route Index	
RIC	Residual Interconnection Charges	
RI-PH	Route Index - Portability Hub	
ROW	Right of Way	
RSAG	Regional Street Address Guide	
RSM	Remote Switch Module	
RT	Remote Terminal	
SAG	Street Address Guide	
SBC	Subsequent Billing Company	
SCCP	Signaling Connection Control Point	
SCE	Service Creation Environment	
SCE/SMS	Service Creation Environment and Service Management	
	System	
SCP	Service Control Points	
SDH	Synchronous Digital Hierarchy	
SEC LOC	Secondary Location	
SECAB	Small Exchange Carrier Access Billing	
SIC	Standard Industrial Code	
SL1	Service Level One	
SL2	Şervice Level Two	
SMDI	Simplified Message Desk Interface	
SMDI-Ē	Simplified Message Desk Interface - Enhanced	
SMS	Service Management System	
SONET	Synchronous Optical Network	

CD.	Circulium Doint
SP	Signaling Point
SPID	Service Profile Identifier
SPNP	Service Provider Number Portability
SPNP-RCF	Service Provider Number Portability-Remote Call
	Forwarding
SPNP-LERG	Sérvice Provider Number Portability-Local Exchange
	Routing Guide
SPNP-DID	Service Provider Number Portability-Direct Inward Dialing
SPNP-RI	Service Provider Number Portability-Route Indexing
SPOC	Single Point of Contact
SPOI	Signaling Point of Interconnection
SRVT	SCCP Routing Verification Test
SS7	Signaling System 7
SSP	Switching Service Point
STP	Signaling Transfer Point
ŞTPS	Signaling Transfer Point Switch
STS	Synchronous Transport Signal
SWA	Interexchange Carrier Switched Access
TAFI	Trouble Analysis Facilitation Interface
TAG	Telecommunications Access Gateway
TC	Transaction Code
TCAP	Transaction Capabilities Application Port
TELRIC	Total Element Long Run Incremental Cost
TGSR	Trunk Group Service Request
TIA/EIA	Telecommunications Industries Association/Electronic
	Industries Association
TLN	Telephone Line Number
TNS	Transit Network Selection
TOPS	Traffic Operator Position System
TR	Technical Requirements
TS	Tandem Switching
TSGR	Transport System Generic Requirements
UCL	Unbundled Copper Loop
UDL	Unbundled Digital Loop
UDLC	Universal Digital Loop Carrier
UNĒ	Unbundled Network Element
USL	Unbundled Subloop
ŨŚĽĊ	Unbundled Subloop Concentration System
USOC	Universal Service Order Code
UVL	Unbundled Voice-grade Loop
V&H	Vertical and Horizontal
WTN	Working Telephone Number
xDSL	Digital Subscriber Line

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ATTACHMENT 12

NETWORK SECURITY

NETWORK SECURITY

- 1. Network Security Protection of Service and Property
- 1.1 BellSouth agrees to take reasonable and prudent steps to ensure adequate protection of AT&T property located with BellSouth Premises including, but not limited to:
- 1.1.1 Controlling all approved system and modem access through security servers. Access to, or connection with, a network element shall be established through a secure network or security gateway and/or firewall. Dial-up access to modems connected to network entry points must be protected by individual authentication of the user, e.g., via Network Access passwords, smart cards, tokens;
- 1.1.2 A security software package will be used, or at a minimum, perform manual checks that monitor user and machine integrity and confidentiality, such as password assignment and aging, directory and permission configuration, and system accounting data; and
- 1.1.3 Maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other party access or interface privileges. These records will include, but are not limited to, login identification, user request records, system configuration, time limits of user access or system interfaces.

Attachment 13 BAPCO AGREEMENT

AGREEMENT

In consideration of the mutual promises contained herein, BellSouth Advertising & Publishing Corporation, a Georgia Corporation ("BAPCO") and AT&T Communications of the Southern States, Inc., a New York corporation, and AT&T Communications of the South Central States, Inc., a Delaware corporation, and TCG Ohio (herein, collectively "AT&T") agree as follows:

- 1. <u>RECITALS</u>. BAPCO is the publisher of alphabetical and classified directories for certain communities in the southeastern region of the U.S. (the "Directories"). AT&T provides local exchange telephone service in communities in which BAPCO publishes Directories. BAPCO and AT&T hereby establish the terms by which BAPCO will include listings of AT&T customers in such Directories and by which BAPCO will provide such Directories to AT&T customers. BAPCO agrees that it will provide to AT&T services that are at least equal in quality to those services provided to other telecommunications carriers generally, and consistent with BAPCO's internal standards.
- 2. <u>AUTHORITY</u>. BAPCO assumes the authority and agrees to perform the obligations delegated to it by its affiliate, BellSouth Telecommunications, Inc. ("BellSouth") in Section 20 of the General Terms and Conditions Interconnection Agreement dated __________between AT&T and BellSouth.

3. AT&T OBLIGATIONS. AT&T agrees as follows:

- (a) AT&T shall provide to BAPCO, or its designee, at AT&T's expense and at no charge, listing information concerning its subscribers (designating any who do not desire published listings), consisting of customer name, address, telephone number and all other information reasonably requested by BAPCO, including disconnect information, as set forth on Exhibit A for use by BAPCO or its affiliates or agents in publishing Directories. <u>BAPCO may not use AT&T subscriber listing information to include in any electronic directory without the written authorization of AT&T [OPEN BELLSOUTH]</u>. Such customer listing information shall be provided in the format set forth in Exhibit A, or as otherwise mutually agreed between the parties from time to time.
- (b) AT&T shall also provide directory delivery information to BAPCO, or its designee, as set forth in Exhibit A for all AT&T customers.
- (c) AT&T shall advise BAPCO, or its designee, promptly of any directory-related inquiries, requests or complaints which it may receive from AT&T customers and shall provide reasonable cooperation to BAPCO in response to or resolution of the same.

(d) AT&T shall respond promptly regarding corrections or queries raised by BAPCO to process listing changes requested by customers.

4. BAPCO OBLIGATIONS.

- (a) BAPCO shall include at no charge to AT&T or AT&T's customers one standard listing for each AT&T customer per line or per hunting group in BAPCO's appropriate local alphabetical Directory as published periodically by BAPCO unless nonlisted or unpublished status is designated by customers. Such listings shall be interfiled with the listings of other local exchange telephone company customers and otherwise published in the manner of such other listings is accordance with and subject to BAPCO's generally applicable publishing policies described in Section 5 below, without designation or differentiation as to the subscriber's exchange carrier.
- (b) BAPCO shall publish additional listings, foreign listings and all other alphabetical Directory listings offered by BellSouth for AT&T customers upon their request, consistent with BAPCO's publishing policies described in Section 5 below, in BAPCO's alphabetical Directories. BAPCO shall publish all listings for all AT&T's customers in an identical manner and upon the same terms and conditions described in Section 5 below.
- (c) BAPCO will distribute its regularly published alphabetical and classified Directories to local AT&T customers on the same basis that BAPCO delivers Directories generally to BellSouth's, its affiliates or other CLEC's customers, and in accordance with BAPCO's prevailing practices, including delivery following Directory publication and upon establishment of new AT&T service, if a current Directory for that geographic area has not previously been provided.
- (d) BAPCO shall make available recycling services for Directories to AT&T customers under the same terms and conditions that BAPCO makes such services available to other BAPCO directory customers.
- (e) BAPCO will include for AT&T, in the customer guide section of the Directory, not less than a one-half page of information about AT&T services, including addresses and telephone numbers for AT&T customer service and AT&T's logo in the same manner as that included for all other carriers [OPEN BELLSOUTH], information relating to establishment of service, repair and billing in the generic customer guide pages of its alphabetical Directories in accordance with BAPCO's. AT&T will provide information requested by BAPCO for such purposes on a timely basis. Any change or modification to the content AT&T provides to BAPCO for inclusion in the customer guide section of the Directory shall be approved by AT&T in advance.

- (f) BAPCO shall make available at no charge to AT&T or its customers one listing for each AT&T business customer's primary listing in one appropriate heading in the applicable local classified directory as published periodically by BAPCO. Such listings shall be published according to BAPCO's publishing policies as described in Section 5 below.
- (g) BAPCO shall solicit, accept and publish directory advertising from business customers of AT&T in communities for which BAPCO publishes classified Directories in the same manner and upon the same terms as it solicits, accepts and publishes advertising from advertisers who are not AT&T customers. Except for customer information actually published in a Directory, BAPCO shall not use any customer information provided to it by AT&T for the solicitation of business for other carriers.
- (h) BAPCO shall not provide listing information relating to AT&T customers to other local exchange service providers or independent directory publishers without AT&T approval, except as may be required in relation to this Agreement or as otherwise required by law.
- 5. <u>PUBLISHING POLICIES</u>. BAPCO shall maintain full authority over its publishing schedules, policies, standards, and practices and over the scope and publishing schedules of its Directories. BAPCO shall periodically provide AT&T, with prompt and timely notice of changes to BAPCO's publishing policies that in BAPCO's judgment could reasonably be expected to affect AT&T's conduct and performance of its obligations under this Agreement that support BAPCO's publishing of listings for AT&T's customers. <u>Such periodic notice of changes shall be provided at least sixty (60) days before they become effective</u> [OPEN BELLSOUTH]. Such policy updates shall include, without limitation, the subjects described in Exhibit B

6. <u>LIABILITY AND INDEMNITY</u>.

- (a) AT&T agrees to defend, indemnify and hold harmless BAPCO from all damages, claims, suits, losses or expenses, including without limitation reasonable costs and attorneys' fees, arising out of or resulting from any error in or omission of any residential or business listing for customers of AT&T to the extent such error or omission is caused by AT&T's failure to provide accurate customer information to BAPCO.
- (b) BAPCO agrees to defend, indemnify and hold harmless AT&T from all damages, claims, suits, losses or expenses, including without limitation reasonable costs and attorneys' fees arising out of or resulting from: (i) any error in or omission of any paid advertising for customers of AT&T other than those

errors caused by AT&T's failure to provide accurate customer information to BAPCO; provided, however, that BAPCO agrees that, where permitted by law, its advertising contracts with AT&T's customers shall limit liability of BAPCO and AT&T for errors and omissions to a rebate of advertising charges for the advertising containing the error or omission (inclusion of such limitation of AT&T's liability to be undertaken in BAPCO's normal course of business); or (ii) any error in or omission of any business listing for customers of AT&T to the extent such error or omission is caused by BAPCO's failure to publish correctly such customer information provided by AT&T; provided, however, that notwithstanding the foregoing, BAPCO's liability to AT&T for any claims relating to or arising from errors in or omissions of residential customers listings shall be limited to One Dollar (\$1.00) for each such claim.

- (c) Except as provided above each party agrees to defend, indemnify and hold harmless the other from damages, claims, suits, losses or expenses, including without limitation reasonable costs and reasonable attorney's fees, to the extent of such party's relative fault, arising out of or resulting from any error, omission or act of such party hereunder. Each party shall notify in writing the other promptly of any act or omission which may give rise to a claim hereunder, and of any claim or suit arising hereunder. Each party shall provide reasonable and timely cooperation in its resolution of any claim or lawsuit arising hereunder. Without waiver of any rights hereunder, the indemnified party may at its expense undertake its own defense in any such claim or suit.
- (d) Notwithstanding anything in this Section 5 to the contrary, in no event shall either party be liable to the other or to any third party for any special, incidental or consequential damages or any loss of profits.
- (e) AT&T agrees to include in any local service tariff it files a provision limiting its liability and that of BAPCO, for any claims relating to directory listings or advertisements, to the customers cost of local service or to the charge for any such listing, whichever is less.
- 7. TERM. This Agreement shall be effective on the date of the last signature hereto and shall remain in effect for a term of three years, concurrent with the Interconnection Agreement dated _______ between AT&T and BellSouth, and shall relate to Directories published by BAPCO during such period. Thereafter, it shall continue in effect unless terminated by either party upon sixty (60) days prior written notice.
- 8. <u>ASSIGNMENT.</u> This Agreement shall be binding upon any successors or assigns of the parties during its term.

9. <u>RELATIONSHIP OF THE PARTIES.</u> This Agreement does not create any joint venture, partnership or employment relationship between the parties or their employees, and the relationship between the parties shall be that of an independent contractor. There shall be no intended third party beneficiaries to this Agreement.

10. NONDISCLOSURE

- (a) During the term of this Agreement it may be necessary for the parties to provide each other with certain information ("Information") considered to be private or proprietary. The recipient shall protect such Information from distribution, disclosure or dissemination to anyone except its employees or contractors with a need to know such Information in conjunction herewith, except as otherwise authorized in writing. All such Information shall be in writing or other tangible form and clearly marked with a confidential or proprietary legend. Information conveyed orally shall be designated as proprietary or confidential at the time or such oral conveyance and shall be reduced to writing within forty-five (45) days.
- (b) The parties will not have an obligation to protect any portion of Information which: (1) is made publicly available lawfully by a nonparty to this Agreement; (2) is lawfully obtained from any source other than the providing party; (3) is previously known without an obligation to keep it confidential; (4) is released by the providing party in writing; or (5) commencing two (2) years after the termination date of this Agreement if such Information is not a trade secret under applicable law.
- (c) Each party will make copies of the Information only as necessary for its use under the terms hereof, and each such copy will be marked with the same proprietary notices as appear on the originals. Each party agrees to use the Information solely in support of this Agreement and for no other purpose.
- 11. FORCE MAJEURE. Neither party shall be responsible to the other for any delay or failure to perform hereunder to the extent caused by fire, flood, explosion, war, strike, riot, embargo, governmental requirements, civic or military authority, act of God, or other similar cause beyond its reasonable control. Each party shall use best efforts to notify the other promptly of any such delay or failure and shall provide reasonable cooperation to ameliorate the effects thereof.
- 12. <u>PUBLICITY.</u> Neither party shall disclose the terms of this Agreement nor use the trade names or trademarks of the other without the prior express written consent of the other.
- 13. REPRESENTATIVES AND NOTICES:

- Each party shall name one or more representatives for contacts between the parties which shall be authorized to act on its behalf. Such representatives may be changed from time to time upon written notice to the other party.
- (b) Notices required by law or under this Agreement shall be given in writing by hand delivery, certified or registered mail, or by facsimile followed by certified or registered mail, addressed to the named representatives of the parties with copies to:

If to BAPCO:

Director-LEC/BST Interface

BellSouth Advertising & Publishing Corporation

Room 270

59 Executive Park South

Atlanta, GA 30329

With Copy to:

Vice President and General Counsel

BeilSouth Advertising & Publishing Corporation

Room 430

59 Executive Park South

Atlanta, GA 30329

If to AT&T:

Bill C. Peacock

Director - Local Services & Access

Management Room 12254

1200 Peachtree St., N.E.

Atlanta, GA 30309

With Copy to:

Virginia C. Tate

Chief Commercial Attorney

Suite 8100

1200 Peachtree St., NE

Atlanta, GA 30309

MISCELLANEOUS. This Agreement represents the entire Agreement 14. between the parties with respect to the subject matter hereof and supersedes any previous oral or written communications, representations, understandings, or agreements with respect thereto. It may be executed in counterparts, each of which shall be deemed an original. All prior and contemporaneous written or oral agreements, representations, warranties, statements, negotiations, and / or understandings by and between the parties, whether express or implied, are

superseded, and there are no representations or warranties, either oral or written, express or implied, not herein contained. This Agreement shall be governed by the laws of the state of Georgia.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the dates set forth below.

BellSouth Advertising & Publishing Corporation	AT&T Communications of the Southern States, Inc. and TCG Ohio
Ву:	Ву:
Title:	Title:
Date:	Date:
	AT&T Communications of the South Central States, Inc. and TCG Ohio
·	Ву:
	Title:
	Date:

EXHIBIT A

ACCOUNT INFORMATION SECTION (Items in this section are mandatory)

- 1. <u>Main Telephone Number</u>: Main line of telephone service that all other numbers are associated to. (Area Code/NXX/Line Numbers)
- 2. <u>Published Telephone Number</u>: Telephone number to appear in the directorý.
- 3. Old Telephone Number: If the number is changing, enter the OLD Telephone Number.
- 4. Type of Directory Service: Bus (Business) or Res (Residence)
- 5. Order Type: N New connect order; D Disconnect service order; C Change of listings; R Directory delivery only.
- 6. Due Date: Date that service is requested.
- 7. <u>Carrier name</u>: The name of the local exchange AT&T and operating company code.
- 8. Carrier Number: Operating Company Number.

PRIMARY LISTING INFORMATION SECTION (Items in this section are mandatory)

- 9. <u>Listed Name</u>: The way the listing is to appear in the directory. (maximum 1000 characters including spaces) Caption arrangements should be formatted per guidelines. Non-Pub or Non-List situations should be indicated.
- 10. <u>Listed Address</u>: Current address may include street number street name, city, state, and zip code. (Note: P.O. Box or Route not acceptable). Omitted address shown as (OAD). (maximum 250 characters)
- 11. Service Address: Physical location of the telephone.
- 12. <u>Community Name</u>: The name of the community where the listing appears. (i.e.: the Atlanta Directory may have a Community name of Buckhead).
- 13. Zip code: 5 or 9 character code.

- 14. Yellow Pages Heading: The Yellow Page heading where customer wants his listing to appear. (Valid for Business Primary Listings only).
- 15. <u>Directory Name</u>: Name of the directory where Customer desires listing to appear (including town section if applicable). If consistent with existing central office and directory configuration, listing will be included. If different, a Foreign Listing will be charged. Directory appearance entitled free is based on the central office prefix. Entitlement for appearance in other directories will be at the rate of a Foreign Listing (FL).

BILLING INFORMATION SECTION (Items in this section are requested but optional)

- 16. Billing: Namé to appear on bill.
- 17. Billing Address: Street number, street name, city, state, zip.
- 18. <u>Contact Telephone Number</u>: Telephone number to contact regarding billing.
- 19. Responsible Person: Owner's name or partners' names or 2 corporate officers.
- 20. Type of Ownership: Sole owner; Partnership or Corporation.
- 21. <u>Tax ID Number or Social Security Number</u>: If sole owner, must have social security number.

DIRECTORY DELIVERY INFORMATION SECTION (Items in this section are mandatory)

- 22. Name: Personal or business name.
- 23. <u>Delivery Address</u>: Street number, street name, city, state, zip code of where directories are to be delivered.
- 24. <u>Directory (Book ID)</u>: Bolt code of the directory/
- 25. Number of books now: for immediate delivery/replacement.
- 26. Number of books annually: 0-3 residence, 0-5 business, then negotiated.

REMARKS SECTION (As Required)

27. Remarks: Free flow field used by AT&T for any additional information.

Exhibit B

BAPCO Deliverables¹

<u>Publication Schedules</u>

BAPCO will provide to AT&T an <u>electronic</u> [OPEN BELLSOUTH] copy of the publication schedules for all directories within the areas served by the AT&T. This schedule will include the name of the directory, the directory bolt code, the business office close date and the issue date. The business office close date represents the last day to receive activity for appearance in the subsequent directory. This date also represents the close date for advertising activity into the Yellow Pages.

The issue date represents the mid point of delivery of the new directory and the date at which new directory billing will begin for the directory being delivered. The length of the delivery period will vary depending upon the size of directory.

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BAPCO will provide a coverage map for its major directories identifying broadly the geographic area served by the major directory. These maps will be provided only for the major directories in the area served by AT&T.

Central Office Table

BAPCO will provide two electronic versions of what is called the ABC table. Version 1 of this report, identifies by NPA and in sequence by central office in which directory a customer is entitled to appear. Version 2 of this report reflects the directory name and all central offices appearing within that directory.

Listing Specifications

¹ Information will be provided on disk on standard Microsoft Word Format or via Internet download.

BAPCO will provide a condensed electronic version of listing specifications reflecting the rules and regulations regarding listing appearance in both the white and yellow pages.

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BAPCO will provide an electronic copy of the standard abbreviations utilized for given names, titles of address, titles of lineage, military titles, degrees and professional affiliations standards. This information can be used to assist in effectively processing various listed name requests.

Foreign Directory Name Table

BAPCO will provide a list of all foreign directory names to be used in the processing of foreign listing requests. This field is a required element in the establishment of foreign listings.

Customer Guide Pages Appearance Procedures

BAPCO will provide free listing appearance under the areas of Establishing Service, Billing and Repair in the Customer Guide Section of the White Pages for directories where a AT&T operates. These procedures identify how to get your listing to appear and procedures for purchasing LEC specific pages.

Attachment 13 BAPCO AGREEMENT

AGREEMENT

In consideration of the mutual promises contained herein, BellSouth Advertising & Publishing Corporation, a Georgia Corporation ("BAPCO") and AT&T Communications of the Southern States, Inc., a New York corporation, and AT&T Communications of the South Central States, Inc., a Delaware corporation, and TCG Ohio (herein, collectively "AT&T") agree as follows:

- 1. RECITALS. BAPCO is the publisher of alphabetical and classified directories for certain communities in the southeastern region of the U.S. (the "Directories"). AT&T provides local exchange telephone service in communities in which BAPCO publishes Directories. BAPCO and AT&T hereby establish the terms by which BAPCO will include listings of AT&T customers in such Directories and by which BAPCO will provide such Directories to AT&T customers. BAPCO agrees that it will provide to AT&T services that are at least equal in quality to those services provided to other telecommunications carriers generally, and consistent with BAPCO's internal standards.
- 2. <u>AUTHORITY</u>. BAPCO assumes the authority and agrees to perform the obligations delegated to it by its affiliate, BellSouth Telecommunications, Inc. ("BellSouth") in Section 20 of the General Terms and Conditions Interconnection Agreement dated _________between AT&T and BellSouth.

3. AT&T OBLIGATIONS. AT&T agrees as follows:

- (a) AT&T shall provide to BAPCO, or its designee, at AT&T's expense and at no charge, listing information concerning its subscribers (designating any who do not desire published listings), consisting of customer name, address, telephone number and all other information reasonably requested by BAPCO, including disconnect information, as set forth on Exhibit A for use by BAPCO or its affiliates or agents in publishing Directories. BAPCO may not use AT&T subscriber listing information to include in any electronic directory without the written authorization of AT&T [OPEN BELLSOUTH]. Such customer listing information shall be provided in the format set forth in Exhibit A, or as otherwise mutually agreed between the parties from time to time.
- (b) AT&T shall also provide directory delivery information to BAPCO, or its designee, as set forth in Exhibit A for all AT&T customers.
- (c) AT&T shall advise BAPCO, or its designee, promptly of any directory-related inquiries, requests or complaints which it may receive from AT&T customers and shall provide reasonable cooperation to BAPCO in response to or resolution of the same.

(d) AT&T shall respond promptly regarding corrections or queries raised by BAPCO to process listing changes requested by customers.

4. BAPCO OBLIGATIONS.

- (a) BAPCO shall include at no charge to AT&T or AT&T's customers one standard listing for each AT&T customer per line or per hunting group in BAPCO's appropriate local alphabetical Directory as published periodically by BAPCO unless nonlisted or unpublished status is designated by customers. Such listings shall be interfiled with the listings of other local exchange telephone company customers and otherwise published in the manner of such other listings is accordance with and subject to BAPCO's generally applicable publishing policies described in Section 5 below, without designation or differentiation as to the subscriber's exchange carrier.
- (b) BAPCO shall publish additional listings, foreign listings and all other alphabetical Directory listings offered by BellSouth for AT&T customers upon their request, consistent with BAPCO's publishing policies described in Section 5 below, in BAPCO's alphabetical Directories. BAPCO shall publish all listings for all AT&T's customers in an identical manner and upon the same terms and conditions described in Section 5 below.
- (c) BAPCO will distribute its regularly published alphabetical and classified Directories to local AT&T customers on the same basis that BAPCO delivers Directories generally to BellSouth's, its affiliates or other CLEC's customers, and in accordance with BAPCO's prevailing practices, including delivery following Directory publication and upon establishment of new AT&T service, if a current Directory for that geographic area has not previously been provided.
- (d) BAPCO shall make available recycling services for Directories to AT&T customers under the same terms and conditions that BAPCO makes such services available to other BAPCO directory customers.
- (e) BAPCO will include for AT&T, in the customer guide section of the Directory, not less than a one-half page of information about AT&T services, including addresses and telephone numbers for AT&T customer service and AT&T's logo in the same manner as that included for all other carriers [OPEN BELLSOUTH], information relating to establishment of service, repair and billing in the generic customer guide pages of its alphabetical Directories in accordance with BAPCO's. AT&T will provide information requested by BAPCO for such purposes on a timely basis. Any change or modification to the content AT&T provides to BAPCO for inclusion in the customer guide section of the Directory shall be approved by AT&T in advance.

- (f) BAPCO shall make available at no charge to AT&T or its customers one listing for each AT&T business customer's primary listing in one appropriate heading in the applicable local classified directory as published periodically by BAPCO. Such listings shall be published according to BAPCO's publishing policies as described in Section 5 below.
- (g) BAPCO shall solicit, accept and publish directory advertising from business customers of AT&T in communities for which BAPCO publishes classified Directories in the same manner and upon the same terms as it solicits, accepts and publishes advertising from advertisers who are not AT&T customers. Except for customer information actually published in a Directory, BAPCO shall not use any customer information provided to it by AT&T for the solicitation of business for other carriers.
- (h) BAPCO shall not provide listing information relating to AT&T customers to other local exchange service providers or independent directory publishers without AT&T approval, except as may be required in relation to this Agreement or as otherwise required by law.
- 5. <u>PUBLISHING POLICIES</u>. BAPCO shall maintain full authority over its publishing schedules, policies, standards, and practices and over the scope and publishing schedules of its Directories. BAPCO shall periodically provide AT&T, with prompt and timely notice of changes to BAPCO's publishing policies that in BAPCO's judgment could reasonably be expected to affect AT&T's conduct and performance of its obligations under this Agreement that support BAPCO's publishing of listings for AT&T's customers. <u>Such periodic notice of changes shall be provided at least sixty (60) days before they become effective</u> [OPEN BELLSOUTH]. Such policy updates shall include, without limitation, the subjects described in Exhibit B

6. <u>LIABILITY AND INDEMNITY</u>.

- (a) AT&T agrees to defend, indemnify and hold harmless BAPCO from all damages, claims, suits, losses or expenses, including without limitation reasonable costs and attorneys' fees, arising out of or resulting from any error in or omission of any residential or business listing for customers of AT&T to the extent such error or omission is caused by AT&T's failure to provide accurate customer information to BAPCO.
- (b) BAPCO agrees to defend, indemnify and hold harmless AT&T from all damages, claims, suits, losses or expenses, including without limitation reasonable costs and attorneys' fees arising out of or resulting from: (i) any error in or omission of any paid advertising for customers of AT&T other than those

errors caused by AT&T's failure to provide accurate customer information to BAPCO; provided, however, that BAPCO agrees that, where permitted by law, its advertising contracts with AT&T's customers shall limit liability of BAPCO and AT&T for errors and omissions to a rebate of advertising charges for the advertising containing the error or omission (inclusion of such limitation of AT&T's liability to be undertaken in BAPCO's normal course of business); or (ii) any error in or omission of any business listing for customers of AT&T to the extent such error or omission is caused by BAPCO's failure to publish correctly such customer information provided by AT&T; provided, however, that notwithstanding the foregoing, BAPCO's liability to AT&T for any claims relating to or arising from errors in or omissions of residential customers listings shall be limited to One Dollar (\$1.00) for each such claim.

- (c) Except as provided above each party agrees to defend, indemnify and hold harmless the other from damages, claims, suits, losses or expenses, including without limitation reasonable costs and reasonable attorney's fees, to the extent of such party's relative fault, arising out of or resulting from any error, omission or act of such party hereunder. Each party shall notify in writing the other promptly of any act or omission which may give rise to a claim hereunder, and of any claim or suit arising hereunder. Each party shall provide reasonable and timely cooperation in its resolution of any claim or lawsuit arising hereunder. Without waiver of any rights hereunder, the indemnified party may at its expense undertake its own defense in any such claim or suit.
- (d) Notwithstanding anything in this Section 5 to the contrary, in no event shall either party be liable to the other or to any third party for any special, incidental or consequential damages or any loss of profits.
- (e) AT&T agrees to include in any local service tariff it files a provision limiting its liability and that of BAPCO, for any claims relating to directory listings or advertisements, to the customers cost of local service or to the charge for any such listing, whichever is less.
- 7. TERM. This Agreement shall be effective on the date of the last signature hereto and shall remain in effect for a term of three years, concurrent with the Interconnection Agreement dated ______ between AT&T and BellSouth, and shall relate to Directories published by BAPCO during such period. Thereafter, it shall continue in effect unless terminated by either party upon sixty (60) days prior written notice.
- 8. <u>ASSIGNMENT.</u> This Agreement shall be binding upon any successors or assigns of the parties during its term.

9. <u>RELATIONSHIP OF THE PARTIES.</u> This Agreement does not create any joint venture, partnership or employment relationship between the parties or their employees, and the relationship between the parties shall be that of an independent contractor. There shall be no intended third party beneficiaries to this Agreement.

10. NONDISCLOSURE

- (a) During the term of this Agreement it may be necessary for the parties to provide each other with certain information ("Information") considered to be private or proprietary. The recipient shall protect such Information from distribution, disclosure or dissemination to anyone except its employees or contractors with a need to know such Information in conjunction herewith, except as otherwise authorized in writing. All such Information shall be in writing or other tangible form and clearly marked with a confidential or proprietary legend. Information conveyed orally shall be designated as proprietary or confidential at the time or such oral conveyance and shall be reduced to writing within forty-five (45) days.
- (b) The parties will not have an obligation to protect any portion of Information which: (1) is made publicly available lawfully by a nonparty to this Agreement; (2) is lawfully obtained from any source other than the providing party; (3) is previously known without an obligation to keep it confidential; (4) is released by the providing party in writing; or (5) commencing two (2) years after the termination date of this Agreement if such Information is not a trade secret under applicable law.
- (c) Each party will make copies of the Information only as necessary for its use under the terms hereof, and each such copy will be marked with the same proprietary notices as appear on the originals. Each party agrees to use the Information solely in support of this Agreement and for no other purpose.
- 11. FORCE MAJEURE. Neither party shall be responsible to the other for any delay or failure to perform hereunder to the extent caused by fire, flood, explosion, war, strike, riot, embargo, governmental requirements, civic or military authority, act of God, or other similar cause beyond its reasonable control. Each party shall use best efforts to notify the other promptly of any such delay or failure and shall provide reasonable cooperation to ameliorate the effects thereof.
- 12. <u>PUBLICITY.</u> Neither party shall disclose the terms of this Agreement nor use the trade names or trademarks of the other without the prior express written consent of the other.
- 13. REPRESENTATIVES AND NOTICES.

- (a) Each party shall name one or more representatives for contacts between the parties which shall be authorized to act on its behalf. Such representatives may be changed from time to time upon written notice to the other party.
- (b) _ Notices required by law or under this Agreement shall be given in writing by hand delivery, certified or registered mail, or by facsimile followed by certified or registered mail, addressed to the named representatives of the parties with copies to:

If to BAPCO: Director-LEC/BST Interface

BellSouth Advertising & Publishing Corporation

Room 270

59 Executive Park South

Atlanta, GA 30329

With Copy to: Vice President and General Counsel

BellSouth Advertising & Publishing Corporation

Room 430

59 Executive Park South

Atlanta, GA 30329

If to AT&T: Bill C. Peacock

Director – Local Services & Access

Management Room 12254

1200 Peachtree St., N.E.

Atlanta, GA 30309

With Copy to: Virginia C. Tate

Chief Commercial Attorney

Suite 8100

1200 Peachtree St., NE Atlanta, GA 30309

14. <u>MISCELLANEOUS.</u> This Agreement represents the entire Agreement between the parties with respect to the subject matter hereof and supersedes any previous oral or written communications, representations, understandings, or agreements with respect thereto. It may be executed in counterparts, each of which shall be deemed an original. All prior and contemporaneous written or oral agreements, representations, warranties, statements, negotiations, and / or understandings by and between the parties, whether express or implied, are

superseded, and there are no representations or warranties, either oral or written, express or implied, not herein contained. This Agreement shall be governed by the laws of the state of Georgia.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the dates set forth below.

BellSouth Advertising & Publishing Corporation	AT&T Communications of the Southern States, Inc. and TCG Ohio
By:	Ву:
Title:	Title:
Date:	Date:
·	AT&T Communications of the South Central States, Inc. and TCG Ohio
	By:
	Title:
	Date:

EXHIBIT A

ACCOUNT INFORMATION SECTION (Items in this section are mandatory)

- 1. <u>Main Telephone Number</u>: Main line of telephone service that all other numbers are associated to. (Area Code/NXX/Line Numbers)
- 2. <u>Published Telephone Number</u>: Telephone number to appear in the directory.
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- Order Type: N New connect order; D Disconnect service order; C Change of listings; R – Directory delivery only.
- 6. <u>Due Date</u>: Date that service is requested.
- 7. <u>Carrier name</u>: The name of the local exchange AT&T and operating company code.
- 8. <u>Carrier Number</u>: Operating Company Number.

PRIMARY LISTING INFORMATION SECTION (Items in this section are mandatory)

- 9. <u>Listed Name</u>: The way the listing is to appear in the directory. (maximum 1000 characters including spaces) Caption arrangements should be formatted per guidelines. Non-Pub or Non-List situations should be indicated.
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- 11. Service Address: Physical location of the telephone.
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- 17. Billing Address: Street number, street name, city, state, zip.
- 18. <u>Contact Telephone Number</u>: Telephone number to contact regarding billing.
- 19. <u>Responsible Person</u>: Owner's name or partners' names or 2 corporate officers.
- 20. Type of Ownership: Sole owner; Partnership or Corporation.
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27. Remarks: Free flow field used by AT&T for any additional information.

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ATTACHMENT 14

ALTERNATIVE DISPUTE RESOLUTION

DISAGREE

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ALTERNATIVE DISPUTE RESOLUTION

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ALTERNATIVE DISPUTE RESOLUTION

1. Purpose

1.1 Attachment 14 provides for the expeditious, economical, and equitable resolution of disputes between BellSouth and AT&T arising under this Agreement.

2. Exclusive Remedy

- 2.1 Negotiation and arbitration under the procedures provided herein shall be the exclusive remedy for all disputes between BellSouth and AT&T arising under or related to this Agreement including its breach, except for: (i) disputes arising pursuant to Attachment 6, Connectivity Billing; and (ii) disputes or matters for which the Telecommunications Act of 1996 specifies a particular remedy or procedure. Except as provided herein, BellSouth and AT&T hereby renounce all recourse to litigation and agree that the award of the arbitrators shall be final and subject to no judicial review, except on one or more of those grounds specified in the Federal Arbitration Act (9 USC §§ 1 et seq.), as amended, or any successor provision thereto. The exclusive remedy set forth in this Section shall in no way limit either Party's right to bring a claim in another forum arising under Federal or state laws or statutes, including but not limited to any antitrust claim. (AT&T 12/9/99)
- 2.1.1 If, for any reason, certain claims or disputes are deemed to be non-arbitrable, the non-arbitrability of those claims or disputes shall in no way affect the arbitrability of any other claims or disputes.
- 2.1.2 If, for any reason, the Federal Communications Commission or any other federal or state regulatory agency exercises jurisdiction over and decides any dispute related to this Agreement or to any BellSouth tariff and, as a result, a claim is adjudicated in both an agency proceeding and an arbitration proceeding under this Attachment 14, the following provisions shall apply:
- 2.1.2.1 To the extent required by law, the agency ruling shall be binding upon the Parties for the limited purposes of regulation within the jurisdiction and authority of such agency.
- 2.1.2.2 The arbitration ruling rendered pursuant to this Attachment 14 shall be binding upon the Parties for purposes of establishing their respective contractual rights and obligations under this Agreement, and for all other purposes not expressly precluded by such agency ruling.
- 3. <u>Informal Resolution of Disputes</u>
- 3.1 The Parties to this Agreement shall submit any and all disputes between BellSouth and AT&T for resolution to an Inter-Company Review Board

consisting of one representative from AT&T at the Director-or-above level and one representative from BellSouth at the Vice-President-or-above level (or at such lower level as each Party may designate).

- 3.2 The Parties may enter into a settlement of any dispute at any time.
- 4. <u>Initiation of an Arbitration</u>
- 4.1 Except for Disputes Affecting Service, if the Inter-Company Review Board is unable to resolve the dispute within thirty (30) days (or such longer period as agreed to in writing by the Parties) of such submission, and the Parties have not otherwise entered into a settlement of their dispute, either Party may initiate an arbitration in accordance with the CPR Institute for Dispute Resolution ("CPR") Rules for Non-Administered Arbitration and business disputes ("the CPR Rules").
- 4.2 If the Inter-Company Review Board provided for in Section 3 of this Attachment 14 is unable to resolve a Dispute Affecting Service within two (2) business days (or such longer period as agreed to in writing by the Parties) of such submission, and the Parties have not otherwise entered into a settlement of their dispute, either Party, may, through its representative on the Inter-Company Review Board, request arbitration of what in good faith is believed to be a Dispute Affecting Service in accordance with the requirements of Section 9 of this Attachment 14, with the consent of the other party, which consent shall not be unreasonably withheld. Any dispute not resolved in accordance with Section 9 of this Attachment 14 shall be resolved as if it were not a Dispute Affecting Service.
- 5. <u>Governing Rules for Arbitration</u>
- The rules set forth below and the CPR Rules shall govern all arbitration proceedings initiated pursuant to this Attachment; however, such arbitration proceedings shall not be conducted under the auspices of the CPR Rules unless the Parties mutually agree. Where any of the rules set forth herein conflict with the rules of the CPR Rules, the rules set forth in this Attachment shall prevail.
- 6. <u>Appointment and Removal of Arbitrators for the Disputes other than the Disputes Affecting Service Process</u>
- Each arbitration conducted pursuant to this Section shall be conducted before a panel of three Arbitrators, each of whom shall meet the qualifications set forth herein. Each Arbitrator shall be impartial, shall not have been employed by or affiliated with any of the Parties hereto or any of their respective Affiliates and shall possess substantial legal, accounting, telecommunications, business or other professional experience relevant to the issues in dispute in the arbitration as stated in the notice initiating such proceeding. The panel of arbitrators shall be selected as provided in the CPR Rules.

- The Parties may, by mutual written agreement, remove an Arbitrator at any time, and shall provide prompt written notice of removal to such Arbitrator.
- In the event that an Arbitrator resigns, is removed pursuant to Section 6.2 of this Attachment 14, or becomes unable to discharge his or her duties, the Parties shall, by mutual written Agreement, appoint a replacement Arbitrator within thirty (30) days after such resignation, removal, or inability, unless a different time period is mutually agreed upon in writing by the Parties. Any matters pending before the Arbitrator at the time he or she resigns, is removed, or becomes unable to discharge his or her duties, will be assigned to the replacement Arbitrator as soon as the replacement Arbitrator is appointed.

7. <u>Duties and Powers of the Arbitrators</u>

7.1 The Arbitrators shall receive complaints and other permitted pleadings, oversee discovery, administer oaths and subpoena witnesses pursuant to the United States Arbitration Act, hold hearings, issue decisions, and maintain a record of proceedings. The Arbitrators shall have the power to award any remedy or relief that a court with jurisdiction over this Agreement could order or grant, including, without limitation, the awarding of damages, pre-judgment interest, specific performance of any obligation created under the Agreement, issuance of an injunction, or imposition of sanctions for abuse or frustration of the arbitration process, except that the Arbitrators may not: (i) award punitive damages; (ii) or any remedy rendered unavailable to the Parties pursuant to Section 10.3 of the General Terms and Conditions of the Agreement; or (iii) limit, expand, or otherwise modify the terms of this Agreement.

8. <u>Discovery and Proceedings</u>

- BellSouth and AT&T shall attempt, in good faith, to agree on a plan for discovery. Should they fail to agree, either BellSouth or AT&T may request a joint meeting or conference call with the Arbitrators. The Arbitrators shall resolve any disputes between BellSouth and AT&T, and such resolution with respect to the scope, manner, and timing of discovery shall be final and binding.
- The Parties shall facilitate the arbitration by: (i) making available to one another and to the Arbitrators, on as expedited a basis as is practicable, for examination, deposition, inspection and extraction all documents, books, records and personnel under their control if determined by the Arbitrators to be relevant to the dispute; (ii) conducting arbitration hearings to the greatest extent possible on successive days; and (iii) observing strictly the time periods established by the CPR Rules or by the Arbitrators for submission of evidence or briefs.
- 9. Resolution of Disputes Affecting Service
- 9.1 Purpose

- 9.1.1 This Section 9 describes the procedures for an expedited resolution of disputes between BellSouth and AT&T arising under this Agreement which directly affect the ability of a Party to provide uninterrupted, high quality services to its customers at the time of the dispute and which cannot be resolved using the procedures for informal resolution of disputes contained in this attachment of the Agreement.
- 9.2 Appointment and Removal of Arbitrator
- 9.2.1 A sole Arbitrator will preside over each dispute submitted for arbitration under this Section 9.
- 9.2.2 The Parties shall appoint three (3) Arbitrators who will serve for the term of this Agreement, unless removed pursuant to Section 9.2.3 of this Attachment 14. The appointment and the order in which Arbitrators shall preside over Disputes Affecting Service will be made by mutual agreement in writing within thirty (30) days after the Effective Date.
- 9.2.3 The Parties may, by mutual written agreement, remove an Arbitrator at any time, and shall provide prompt written notice of removal to such Arbitrator.
- In the event that an Arbitrator resigns, is removed pursuant to Section 9.2.3 of this Attachment 14, or becomes unable to discharge his or her duties, the Parties shall, by mutual written Agreement, appoint a replacement Arbitrator within thirty (30) days after such resignation, removal, or inability, unless a different time period is mutually agreed upon in writing by the Parties. Any matters pending before the Arbitrator at the time he or she resigns, is removed, or becomes unable to discharge his or her duties, will be assigned to the Arbitrator whose name appears next in the alphabet.
- 9.3 Initiation of Disputes Affecting Service Process.
- 9.3.1 A proceeding for arbitration under this Section 9 will be commenced by a Party ("Complaining Party") after following the process provided for in Section 4 of this Attachment 14 by filing a complaint with the Arbitrator and simultaneously providing a copy to the other Party ("Complaint").
- 9.3.2 Each Complaint will concern only the claims relating to an act or failure to act (or series of related acts or failures to act) of a Party which affect the Complaining Party's ability to offer a specific service (or group of related services) to its customers.
- 9.3.3 A Complaint may be in letter or memorandum form and must specifically describe the action or inaction of a Party in dispute and identify with particularity how the complaining Party's service to its customers is affected.
- 9.4 Response to Complaint

- 9.4.1 A response to the Complaint must be filed within five (5) business days after service of the Complaint.
- 9.5 Reply to Complaint
- 9.5.1 A reply is permitted to be filed by the Complaining Party within three (3) business days of service of the response. The reply must be limited to those matters raised in the response.
- 9.6 Discovery
- 9.6.1 The Parties shall cooperate on discovery matters as provided in Section 8 of this Attachment 14, but following expedited procedures.
- 9.7 Hearing
- 9.7.1 The Arbitrator will schedule a hearing on the Complaint to take place within twenty (20) business days after service of the Complaint. However, if mutually agreed to by the Parties, a hearing may be waived and the decision of the Arbitrator will be based upon the papers filed by the Parties.
- 9.7.2 The hearing will be limited to four (4) days, with each Party allocated no more than two (2) days, including cross examination by the other Party, to present its evidence and arguments. For extraordinary reasons, including the need for extensive cross-examination, the Arbitrator may allocate more time for the hearing.
- 9.7.3 In order to focus the issues for purposes of the hearing, to present initial views concerning the issues, and to facilitate the presentation of evidence, the Arbitrator has the discretion to conduct a telephone prehearing conference at a mutually convenient time, but in no event later than three (3) days prior to any scheduled hearing.
- 9.7.4 Each Party may introduce evidence and call witnesses it has previously identified in its witness and exhibit lists. The witness and exhibit lists must be furnished to the other Party at least three (3) days prior to commencement of the hearing. The witness list will disclose the substance of each witness' expected testimony. The exhibit list will identify by name (author and recipient), date, title and any other identifying characteristics the exhibits to be used at the arbitration. Testimony from witnesses not listed on the witness list or exhibits not listed on the exhibit list may not be presented in the hearing.
- 9.7.5 The Parties will make reasonable efforts to stipulate to undisputed facts prior to the date of the hearing.
- 9.7.6 Witnesses will testify under oath and a complete transcript of the proceeding, together with all pleadings and exhibits, shall be maintained by the Arbitrator.

- 9.8 Decision
- 9.8.1 The Arbitrator will issue and serve his or her decision on the Parties within five (5) business days of the close of the hearing or receipt of the hearing transcript, whichever is later.
- 9.8.2 The Parties agree to take the actions necessary to implement the decision of the Arbitrator immediately upon receipt of the decision.
- 10. <u>Privileges</u>
- Although conformity to certain legal rules of evidence may not be necessary in connection arbitrations initiated pursuant to this Attachment, the Arbitrators shall, in all cases, apply the attorney-client privilege and the work product immunity.
- At no time, for any purposes, may a Party introduce into evidence or inform the Arbitrators of any statement or other action of a Party in connection with negotiations between the Parties pursuant to the Informal Resolution of Disputes provision of this Attachment 14.
- 11. <u>Location of Hearing</u>
- 11.1 Unless both Parties agree otherwise, any héaring under this Attachment 14 shall take place in Atlanta, Georgia.
- 12. <u>Decision</u>
- The Arbitrator(s) decision and award shall be final and binding, and shall be in writing unless the Parties mutually agree to waive the requirement of a written opinion. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Either Party may apply to the United States District Court for the district in which the hearing occurred for an order enforcing the decision. Except for Disputes Affecting Service, the Arbitrators shall make their decision within ninety (90) days of the initiation of proceedings pursuant to Section 4 of this Attachment, unless the Parties mutually agree otherwise.
- 13. <u>Feés</u>
- The Arbitrator(s) fees and expenses that are directly related to a particular proceeding shall be paid by the losing Party. In cases where the Arbitrator(s) determines that neither Party has, in some material respect, completely prevailed or lost in a proceeding, the Arbitrator(s) shall, in his or her discretion, apportion expenses to reflect the relative success of each Party. Those fees and expenses not directly related to a particular proceeding shall be shared equally. In the event that the Parties settle a dispute before the Arbitrator(s) reaches a decision with respect to that dispute, the Settlement Agreement

- must specify how the Arbitrator(s') fees for the particular proceeding will be apportioned.
- In an action to enforce or confirm a decision of the Arbitrator(s), the prevailing Party shall be entitled to its reasonable attorneys' fees, expert fees, costs, and expenses.

14. <u>Confidentiality</u>

- 14.1 BellSouth, AT&T, and the Arbitrator(s) will treat any arbitration proceeding, including the hearings and conferences, discovery, or other related events, as confidential, except as necessary in connection with a judicial challenge to, or enforcement of, an award, or unless otherwise required by an order or lawful process of a court or governmental body.
- In order to maintain the privacy of all arbitration conferences and hearings, the Arbitrator(s) shall have the power to require the exclusion of any person, other than a Party, counsel thereto, or other essential persons.
- To the extent that any information or materials disclosed in the course of an arbitration proceeding contains proprietary or confidential information of either Party, it shall be safeguarded in accordance with Section 18 of the General Terms and Conditions of the Agreement. However, nothing in Section 18 of the General Terms and Conditions of the Agreement shall be construed to prevent either Party from disclosing the other Party's Information to the Arbitrator in connection with or in anticipation of an arbitration proceeding. In addition, the Arbitrators may issue orders to protect the confidentiality of proprietary information, trade secrets, or other sensitive information.

15. <u>Service of Process</u>

- 15.1 Except as provided in Section 9.3.1 of this Attachment 14, service may be made by submitting one copy of all pleadings and attachments and any other documents requiring service to each Party and one copy to the Arbitrator. Service shall be deemed made (i) upon receipt if delivered by hand; (ii) after three (3) business days if sent by first class U.S. mail; (iii) the next business day if sent by overnight courier service; or (iv) upon confirmed receipt if transmitted by facsimile. If service is by facsimile, a copy shall be sent the same day by hand delivery, first class U.S. mail, or overnight courier service.
- Service by AT&T to BellSouth and by BellSouth to AT&T at the address designated for delivery of notices in this Agreement shall be deemed to be service to BellSouth or AT&T, respectfully.